

NOTICE OF MEETING

CABINET

**Tuesday, 9th October, 2018, 6.30 pm - Civic Centre, High Road,
Wood Green, N22 8LE**

Members: Councillors Joseph Ejiofor (Chair), Emine Ibrahim (Vice-Chair), Charles Adje, Peray Ahmet, Patrick Berryman, Mark Blake, Zena Brabazon, Kirsten Hearn, Noah Tucker and Elin Weston

Quorum: 4

1. FILMING AT MEETINGS

Please note that this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. Members of the public participating in the meeting (e.g. making deputations, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on.

By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings.

The chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

2. APOLOGIES

To receive any apologies for absence.

3. URGENT BUSINESS

The Chair will consider the admission of any late items of Urgent Business. (Late items of Urgent Business will be considered under the agenda item where they appear. New items of Urgent Business will be dealt with under Item 20 below. New items of exempt business will be dealt with at Item 27 below).

4. DECLARATIONS OF INTEREST

A Member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A Member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct.

5. NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATIONS RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS

On occasions part of the Cabinet meeting will be held in private and will not be open to the public if an item is being considered that is likely to lead to the disclosure of exempt or confidential information. In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (the "Regulations"), members of the public can make representations about why that part of the meeting should be open to the public.

This agenda contains exempt items as set out at **Item [21] : Exclusion of the Press and Public**. No representations with regard to these have been received.

This is the formal 5 clear day notice under the Regulations to confirm that this Cabinet meeting will be partly held in private for the reasons set out in this Agenda.

6. MINUTES (PAGES 1 - 20)

To confirm and sign the minutes of the meeting held on 11th September 2018 as a correct record.

7. MATTERS REFERRED TO CABINET BY THE OVERVIEW AND SCRUTINY COMMITTEE

None

8. DEPUTATIONS/PETITIONS/QUESTIONS

To consider any requests received in accordance with Standing Orders.

9. BOROUGH PLAN CONSULTATION (PAGES 21 - 96)

[Report of the Chief Executive. To be introduced by the Leader of the Council.]

Agreement is being sought to consult on the new Borough Plan.

10. DISCRETIONARY HOME LOSS PAYMENTS TO SECURE TENANTS OF TANGMERE (PAGES 97 - 102)

[Report of the Director for Housing and Growth. To be introduced by the Cabinet Member for Housing and Estate Renewal.]

Report on making discretionary Home Loss Payments to secure tenants of Tangmere who are required to move following the discovery of structural problems with the block and the anticipated consequent withdrawal of gas supply.

11. CAPITAL LETTERS (PAGES 103 - 164)

[Report of the Director for Housing and Growth. To be introduced by the Cabinet Member for Housing and Estate Renewal.]

Report on joining a pan-London scheme to procure temporary accommodation.

12. BIRKBECK LODGE (PAGES 165 - 172)

[Report of the Director for Housing & Growth. To be introduced by the Cabinet Member for Housing and Estate Renewal.]

To carry out the conversion of the now vacant Adult Day Care Centre and Kurdish Community Centre at Birkbeck Lodge into temporary accommodation units.

13. AWARD OF CONTRACTS FOR INTEGRATED HARINGEY ADULT SUBSTANCE MISUSE TREATMENT AND RECOVERY SERVICES (PAGES 173 - 192)

[Report of the Interim Director for Public Health. To be introduced by the Cabinet Member for Adults and Health]

The purpose of the report is to recommend award of contract(s) for Integrated Haringey Adult Substance Misuse Treatment and Recovery Services following a competitive procurement process.

14. THE ACQUISITION OF THE FREEHOLD OF CANNING CRESCENT HEALTH CENTRE (PAGES 193 - 208)

[Report of the interim Assistant Director for Economic Development and Growth. To be introduced by the Cabinet Member for Adults and Health.]

The report requests approval for the acquisition of the freehold interest in the former Health Centre in Canning Crescent and contains proposals for its future use.

15. EXTENSION OF THE HOUSING REVIEWS CONTRACT (PAGES 209 - 214)

[Report of the Director for Housing and Growth. To be introduced by the Cabinet Member for Housing and Estate Renewal.]

Request for approval of a contract for the Housing Reviews contract which delivers the statutory review function of decisions about homelessness made under Part VII Housing Act 1996.

16. AWARD OF CONTRACT FOR MECHANICAL VENTILATION IMPROVEMENTS (PHASE 2) TO NORTHOLT, KENLEY, STELLAR HOUSE & KENNETH ROBBINS HOUSE (PAGES 215 - 224)

[Report of the Interim Director for Housing, Planning and Regeneration. To be introduced by the Cabinet Member for Housing and Estate Renewal.]

To seek approval for the appointment of the successful contractor to undertake the refurbishment of the communal extractor fans, cleaning of ducts and installation of intelligent vents to individual dwellings.

17. LEASING OF THE GROUND FLOOR AT 54 MUSWELL HILL - MUSWELL HILL HEALTH CENTRE (PAGES 225 - 234)

[Report of the interim Assistant Director for Economic Development and Growth. To be introduced by the Cabinet Member for Corporate Resources and Insourcing.]

Proposal to lease the ground floor of 54 Muswell Hill for use as a health Centre.

18. MINUTES OF OTHER BODIES

None.

19. SIGNIFICANT AND DELEGATED ACTIONS (PAGES 235 - 242)

To note significant and delegated actions taken by directors in September.

20. NEW ITEMS OF URGENT BUSINESS

To consider any items admitted at Item 3 above.

21. EXCLUSION OF THE PRESS AND PUBLIC

Note from the Acting Democratic Services & Scrutiny Manager

Item 22, 23, 24, 25 and 26 allow for consideration of exempt information in relation to items 13,14,16, and 17.

TO RESOLVE

That the press and public be excluded from the remainder of the meeting as the items below contain exempt information, as defined under paragraph 3 and 5, Part 1, schedule 12A of the Local Government Act.

22. AWARD OF CONTRACTS FOR INTEGRATED HARINGEY ADULT SUBSTANCE MISUSE TREATMENT AND RECOVERY SERVICES (PAGES 243 - 244)

As per item 13.

23. THE ACQUISITION OF THE FREEHOLD OF CANNING CRESCENT HEALTH CENTRE (PAGES 245 - 246)

As per item 14.

24. AWARD OF CONTRACT FOR MECHANICAL VENTILATION IMPROVEMENTS (PHASE 2) TO NORTHOLT, KENLEY, STELLAR HOUSE & KENNETH ROBBINS HOUSE (PAGES 247 - 248)

As per item 16.

25. LEASING OF THE GROUND FLOOR AT 54 MUSWELL HILL - MUSWELL HILL HEALTH CENTRE (PAGES 249 - 258)

As per item 17.

26. EXEMPT MINUTES (PAGES 259 - 262)

To agree the exempt minutes of the meeting held on the 11th of September 2018.

27. NEW ITEMS OF EXEMPT URGENT BUSINESS

To consider any items admitted at Item 3 above.

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Monday, 01 October 2018

MINUTES OF THE MEETING OF THE CABINET HELD ON TUESDAY, 11TH SEPTEMBER, 2018, 6.30pm

PRESENT:

Councillors: Joseph Ejiofor (Chair), Emine Ibrahim (Vice-Chair), Charles Adje, Peray Ahmet, Patrick Berryman, Mark Blake, Zena Brabazon, Noah Tucker and Elin Weston

In attendance – Councillors: Morris, Culverwell, Bull, Amin, Cawley - Harrison.

65. FILMING AT MEETINGS

The Leader referred to agenda item 1, as shown on the agenda in respect of filming at the meeting and Members noted this information.

66. APOLOGIES

There were apologies for absence from Cllr Hearn.

67. URGENT BUSINESS

There were no items of urgent business.

68. NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATIONS RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS

There were no representations received at the agenda publication stage in relation to the exempt items on the agenda.

69. DECLARATIONS OF INTEREST

There were no declarations of interest put forward.

70. MATTERS REFERRED TO CABINET BY THE OVERVIEW AND SCRUTINY COMMITTEE

There were no Overview and Scrutiny matters for consideration by Cabinet.

71. MINUTES

The minutes of the Cabinet meeting held on the 14th of August 2018 were agreed as a correct record of the meeting.

72. DEPUTATIONS/PETITIONS/QUESTIONS

Noted that there had been two late deputations put forward in relation to agenda item 12, designation of Finsbury Park and Stroud Green Neighbourhood Area and Forum. These representations had not been accepted as they did not comply with Committee Standing Orders 29, 30 and 31. The Leader would address the deputation's main concern which was the exclusion of Finsbury Park from the Neighbourhood Area boundary as part of item 12.

73. BUDGET MONITORING

The Cabinet Member for Finance introduced this budget monitoring report which covered the position at Quarter one (period 3) of the 2018/19 financial year, including Revenue, Capital, Housing Revenue Account (HRA) and Dedicated Schools Grant (DSG) budgets.

The Cabinet Member outlined that the Council, like other local authorities, continued to face budget challenges and the report was forecasting a £6m overspend. This was after an application of £7m from the budget resilience reserve which was set up in the previous financial year in anticipation of savings, at the end of period 3, being harder to deliver. The Council were acting early and applying reserve funding to support the demand led services in Children's and Adults that were currently overspending and looking for other ways to make the budget balance if needed.

In response to questions, the following was noted:

- Assessment of a 33% delivery of savings, reflected a realistic approach to savings delivery. This was taking account of some savings that had been rolled over from previous years and which were similar savings most Councils were finding hard to deliver. Rather than anticipate a higher delivery, it was appropriate to be realistic about savings delivery and look at other budget areas, at an early stage, to deliver the shortfall if required.
- The whole Council net budget of £235m would form the basis of budget discussions.
- Within the budget discussions, delivering a fair Council Tax reduction scheme to support low income families with Children was a budget priority.
- In terms of the impact of the capital underspend for the Council's revenue account, the cost of borrowing, that the Council would incur during the year, would be less. There could be impact on business cases and delivery on the proposed capital scheme but this type of situation would usually be highlighted in the compilation of the report and there was nothing significant in regards to this.
- There was a need to make use of the reserves at this stage until the savings can be delivered and new savings available.
- A cut was different to a saving, and across the Council there have been cuts to services over the last 7 years. It could be assessed that the overspends were a

symptom of the overall cuts to funding in the borough, including partner's funding such as the Police. Agreed with the conclusion that the use of the word 'savings' should not imply that was money being put aside by the Council.

RESOLVED

1. To note the forecast revenue outturn for the General Fund (GF), including corporate items, of **£5.9m overspend** post mitigations of £7.5m and consider what remedial actions need to be implemented to bring closer to the approved budget (Section 6, Table 1, and Appendix 1).
2. To note that the final 2017/18 general fund outturn, post completion of the external audit, was an increased overspend of £0.404m compared to the £0.019m reported in the outturn which has been offset against the GF reserve. The 2018/19 brought forward GF reserve balance is now £15.5m still in line with the level proposed in the budget paper approved by Full Council in February 2018.
3. To note the net HRA forecast of £0.2m overspend. (Section 6, Table 2, and Appendix 2).
4. To note the net DSG forecast of £2.59m **overspend**, the actions being taken to seek to address this and the potential implications for the GF. (Section 7 and Table 3).
5. To note the latest MTFs savings position in 2018/19 which indicates that only 33% (£5.2m) will be achieved. To consider what remedial action is required to improve this position. (Section 8, Table 4).
6. To note the latest capital forecast expenditure of £192.8m in 2018/19 which equates to 84% of the approved budget. To also consider & approve the proposed changes to the approved budget (Section 9, and Table 5).
7. To endorse the measures in place to reduce overspend in service areas; and
8. To approve the budget virements as set out in Appendix 3.

Reason for Decision

A strong financial management framework, including oversight by Members and senior management, is an essential part of delivering the Council's priorities and statutory duties.

Alternative Options Considered

The report of the management of the Council's financial resources is a duty of the Interim Director of Finance (Section 151 Officer), helping members to exercise their role and no other options have therefore been considered.

74. REVIEW OF PLANS TO ESTABLISH A YOUTH ZONE IN HARINGEY

The Cabinet Member for Communities, Safety and Engagement introduced the report, and drew attention to the key issues associated with the recommendations. It was proposed to rescind the previous decisions taken on the Youth Zone on the basis of a new developing approach, in the borough, to Youth services, responding to the agenda around violent crime and the impact this has on children. This new approach would have emphasis on collaboration with the community and with voluntary sector partners. There was commitment to supporting Youth services through a different budget process to that of the Youth Zone option.

The Cabinet Member expressed that the proposed Youth Zone model would have been detrimental to the partnership between the Council and Voluntary sector and the decision could have led to an expensive youth centre, which only met a small number of young people's need and which was in not advantageous in regard to transport connections.

In response to questions from Cllr Adje, Berryman and Morris the following information was noted:

- The Cabinet Member did not recommend going forward with the existing Youth Zone proposal, as it was important to assess having Council strategies in the context of young people's safety and tackling violent crime. This was a key message highlighted by the Cabinet Member at a number of recent meetings with voluntary sector groups where there has been early discussion about 3 strategies, being worked on. This included a strategy for vulnerable children, Youth services, and the proposed violence reduction strategy which would all correlate and move forward together.
- Furthermore, this work would consider the research from Godwin Lawson foundation and involve further discussions on youth engagement to enable good consultation on these strategies. In summary, the Youth Zone model was not seen as appropriate for how the Council intend to move forward with their Youth services but with the added caveat that Onside's work in other London boroughs would be looked at as they develop. It was essential to move Youth Services forward whilst listening to young people and the community.
- Early anecdotal feedback from partners, working in close contact, with young people, about on the summer programme, was positive. Extra resources had been worthwhile, resulting in a quiet summer in Haringey. The officer report, reviewing how the summer scheme had worked was due for consideration by the Cabinet Member and would provide more information on how the additional investment had been progressed.
- The funding of the Youth Zone had been earmarked to come from budgets across Children's services. The advocated course of action was to preserve

the Youth service, strengthening the services, which had been subjected to severe budget reductions. The Council were committed to finding extra resources and were seeking external funding with a bid to the Mayors fund. The time frame for the strategies mentioned above was interlinked and would involve public consultation.

RESOLVED

1. To rescind all previous decisions made relating to a Youth Zone in Haringey, in particular, its establishment, location, funding and the partnership with Onside and to dissolve any arrangements made for a Youth Zone.
2. To delegate to the Director of Children's Services, in consultation with the Lead Member for Communities, to take any further steps necessary to dissolve the arrangements made for a Youth Zone.
3. To agree that Officers continues with the task of shaping the landscape of youth provision in Haringey as set out below in Paragraph 6.3.2.

Reasons for decision

The overall strategic approach of the Council and partners to addressing the needs of young people at risk and tackling serious youth violence has not yet been developed or agreed. Work is underway to ensure that this approach is grounded in the views and contributions of local communities and of young people directly affected, as well as of a range of professionals with experience and expertise in this area. An in-depth needs analysis has been prepared which will allow targeting of resources through a better understanding of what may have most impact in Haringey and a range of interventions are being explored to consider whether they would work well together to address need in Haringey. The implications of such analysis and engagement for youth provision have not yet been worked through which means that the landscape in which a Youth Zone would be operating in the borough is not yet clear.

The engagement so far with community members, young people and other stakeholders to develop the strategic approach outlined above has confirmed that a community-based response resonates widely and is emerging as a strong plank of any future developments. Members are keen to optimise the opportunity to work directly with local communities, recognising and building on their strengths and assets in developing and implementing the overall strategic approach.

In light of the work to develop a sustainable and strategic approach to addressing young people at risk, questions have been raised about whether a single base for youth provision, rather than a network of community settings acting as bases for provision across Haringey, is a preferable approach. Again, it is considered too soon to be in effect shaping future provision around a single offer when the overall priorities and outcomes for young people at risk have not yet been developed or agreed more widely.

A further factor contributing to the decision being placed before Cabinet, regards the location and site of the proposed Youth Zone, which was planned to be developed on

premises at Woodside High School. Such provision would enhance the youth offer in Wood Green, the infrastructure for which is recognised to be underdeveloped. However, the potential premises identified are land designated as Metropolitan Open Land, an important consideration for any development. Members are keen to explore options which do not compromise the amount or quality of such land in the borough.

It is fully recognised that working in partnership with Onside would bring considerable additional investment into the borough for youth provision. However, such a partnership also requires a significant proportion of the Council spend on existing youth services to be diverted to supporting a Youth Zone. Given the fragility of funding for youth provision and the need for a strong evidence base for future investment, and for the reasons outlined above, Members do not consider it desirable to make such a commitment at this point in time.

Alternative options considered

The option to continue to develop a Youth Zone for Haringey on the site of the Woodside High School in partnership with Onside was considered but discarded for the reasons set out above.

The option to pause development of a Youth Zone for Haringey in partnership with OnSide in light of issues with the site as set out above and to pursue other sites was considered but discarded for the reasons set out above

75. CREATION OF A SINGLE HOMELESSNESS HUB

This report, was introduced by the Cabinet Member for Adults and Health, and sought authority for the Council to take a lease on a property known as 332–334 High Road, Tottenham (“Property”) for use as a co-located Assessment Centre and Hub for single homeless people and those at risk of homelessness. The report recommended to Cabinet acquisition of a lease on a property that will both re-provide the supported housing Assessment Centre and create a unique Assessment and Referral Hub for Single Homeless People.

The Cabinet Member for Adults and Health highlighted that rough sleepers and single homeless people experience some of the worst outcomes of all the borough’s residents and were more likely to be unemployed, unhealthy, unsafe and at risk of an early death. The proposals in the report aimed to change that outlook and to offer single homeless people and rough sleepers chances to get the right, flexible and person-centred support. By creating a safe and holistic environment for single homeless people in the Hub, the Council would be better able to ensure their accommodation, care and support needs can be met, to offer tools to rebuild valued lives and to reduce the stigma that being homeless brings.

The Cabinet Member for Housing and Estate Renewal added that this was a good crosscutting portfolio initiative which deals with the multiple dynamics of a person finding themselves in the severe situation of being homeless. This was a significant issue in the borough and the current rough sleeping health and wellbeing initiative in

Finsbury Park being taken forward by the Council with Islington was commended for its targeted approach . The Cabinet Member was pleased to support this report.

In response to a question from Cllr Morris, the maximum units available was 21 but the hub would support more people to access other available accommodation and support.

RESOLVED

1. To agree to the Council creating a new service 'The Single Homelessness Hub', which will perform the statutory homelessness function for single homeless adults aged 18 years and over, and offer a diverse range of wraparound services to achieve improved outcomes for rough sleepers, homeless women and young people, as well as others. The existing short-stay Assessment Centre service, provided by St Mungo's Community Housing Association, will be relocated to the same building as the Hub.
2. To agree to the Council taking two leases (of the ground and upper floors) of the property known as 332-334 High Road, Tottenham at a rent of up to £225,000 per annum for both leases and subject to the Head of Terms, (currently in negotiation) being agreed and subject to any planning permission for change of use; and
3. To agree to give delegated authority to the Assistant Director of Economic Development and Growth after consultation with the Assistant Director Commissioning to agree the heads of terms and the final terms of the lease;
4. To agree to the Council to then sublet the upper floors of accommodation in the Property to the commissioned Assessment Centre support provider, which at present and until January 2020 is St Mungo's Community Housing Association at a rent of not less than £176,000.00 and subject to the heads of terms being agreed; and
5. To agree to give delegated authority to the Assistant Director of Economic Development and Growth and the Assistant Director Commissioning to agree the heads of terms and the final terms of the sub lease and any management agreement.
6. To agree to approve revenue funding of £240,000 per year to develop and deliver a Single Homelessness Referral and Advice Hub, as a Council-led service, in the two commercial units of the property.

Reasons for decision

The Council's Assessment Centre for single homeless people will not be able to operate from its current premises at Dial House after April 2019 due to sale by its previous owner and plans for redevelopment by its current owner. New premises, therefore, are required as a matter of urgency to accommodate this service and 23 vulnerable adults for the future.

The property at 332-334 High Road provides both high quality accommodation and space for a Hub service in one building. It offers the right number of bedrooms to facilitate the commissioning of a resource efficient assessment centre, and is well positioned in the borough to maximise accessibility. Securing the premises at 332-334 High Road Tottenham for the relocated Assessment Centre offers a unique opportunity to develop a Single Homelessness Hub. By approving this proposal, there is an opportunity to offer an effective response to prevent homelessness as well as to support those already experiencing homelessness, thereby reducing costs for the Council and the wider public sector in supporting a vulnerable and often complex cohort of individuals.

Alternative Options Considered

There is a statutory requirement to provide housing for single homeless people only where they are identified as vulnerable and in priority need under Section 189 of the Housing Act (1996 amended 2002). Haringey like all London boroughs recognises the human, social and economic costs associated with homelessness and the need to ensure that people are adequately supported to recover from it and where possible prevent future instances. Therefore, whilst it would be possible to end the contract for the Assessment Centre service when the lease for the current building ceases and not identify an alternative, this would be out of line with known demand for homelessness services in Haringey, with the Council's strategic objectives to ensure all adults lead healthy and fulfilling lives and with the national approach to single homelessness. Therefore, continuing without agreeing a solution to the requirement to leave the current building is not considered a viable approach.

It would also be possible to reject this proposal in favour of seeking another building that could reprovide the Assessment Centre but not offer the opportunity to create a referral and advice Hub. However, despite Haringey having its own property portfolio, registered provider partners and established links with landlords and developing organisations, sourcing a building with the required number of accommodation units, which would be suitable for a cohort of single homeless people and would be available on or before the date required, had proved impossible until this opportunity presented itself. Therefore, it is considered not only an excellent opportunity to develop an innovative Hub service, but also a unique opportunity to secure a lease for an appropriate building to reprovide the much-needed Assessment Centre service.

It would also be reasonable to suggest that the proposal be modified, in favour of pursuing a lease on either the accommodation or the commercial element of the building in isolation. However, negotiations with the landlord to date have made it clear that this option is not being offered, due to the reduced likelihood of leasing either part of the building separately with the proposed uses. Therefore, it is

considered that the only viable option is to lease both elements of the building as part of one lease because there is not an option available to lease only one element of the space.

The creation of a co-located single homelessness assessment centre and referral and advice Hub is more than a response to the immediate need to relocate the current service. It presents a unique opportunity to build on the extensive strategy and analysis work as part of the Supported Housing Review (2017), Homelessness and Rough Sleeping Strategies (2018), Single Homelessness Pathway Review (2018) and the emerging work of the Making Every Adult Matter Steering Group as well as others.

76. DESIGNATION OF FINSBURY PARK AND STROUD GREEN NEIGHBOURHOOD AREA AND FORUM

The Leader of the Council introduced the report, which considered the designation of a Finsbury Park and Stroud Green Neighbourhood Area and a Finsbury Park and Stroud Green Neighbourhood Forum.

The Leader expressed that the Council welcomed neighbourhood planning and local communities taking a leading role in shaping the future of their local area. The Finsbury Park and Stroud Green Neighbourhood Forum would be the third such forum designated in Haringey, following on from those for Highgate and Crouch End. Straddling the boundaries of three local authorities the Forum will have a key role in promoting cross borough working and addressing cross boundary issues. The Council was committed to working with the Forum and neighbouring Councils to facilitate the bringing forward of a neighbourhood plan and to ensure local people could achieve their ambitions for their neighbourhood.

The Leader recognised that the Finsbury Park Working Group was disappointed that the report was recommending adoption of a neighbourhood area, which excluded the area of the Park itself. The reasoning behind this was because the neighbourhood area proposed excluded neighbourhoods that adjoin some boundaries of the Park and it was the Council's view that this would exclude some communities from making decisions about the Park.

The Leader further drew attention to paragraph 4.4 and 4.5, which set out the reasons for not including the Park in the neighbourhood area. This included the Park's Regional Park significance and its future being considered important to many neighbourhoods within the three Boroughs and further afield. There was concern that other neighbourhoods within the vicinity of the Park would lose influence and sway over the future of the Park and not have the opportunity for consultation on issues that affect them. The Leader emphasised that Neighbourhood forums areas could not overlap. Potentially, if a similar forum was created in south Haringay, a decision to include the Park in this boundary, would exclude local residents from having any say on a local issue. The Leader further explained that it was for these governance reasons that the Council had the discretion to exclude the Park under the Localism Act 2011, within the guidance –section 61 {g} and section 61 {i}

The Leader drew attention to the recommendation on page 70 which referenced appendix 9, the proposed boundary. This was at page 235 of the pack and this had been incorrectly stamped as appendix 3.

There were questions put forward from Cllr Culverwell and Cllr Morris and the following information noted.

- It was true, that the surrounding Councils would not have made comments about the proposal to change the boundary in their Committee reports. However, the Council had a right, within the law, to make the change as the boundary line was in the borough so it was appropriate that this was only set out in the Haringey report.
- In response to the maintaining good working relationships with Hackney and Islington Councillors, there was a wider meeting about the Park events in the coming weeks. The designation of the neighbourhood area and forum was a separate planning issue. The Leader further reiterated that it was within the gift of each individual Council to determine the boundary of the neighbourhood area to provide the best possible governance for the area. The Council were proposing that the best way possible to maintain governance and local influence in the area was to take the Park out of the designation. The Leader further reminded the Councillor that if the Park were included in the designation this could potentially dis - clude a future South Haringay neighbourhood area forum in decision making about the Park.
- The decision to not include the Park in the designation was not based on the consultation responses but on a separate governance duty to ensure that local influence is maintained in the Park
- CIL [Community Infrastructure Levy] money could still be requested to be used on projects in the Park. A decision to not include the Park in the neighbourhood area boundary would not affect this.

RESOLVED

1. To consider the summary of responses to the consultation on the applications for the Finsbury Park and Stroud Green Neighbourhood Area and Neighbourhood Forum (Appendix 8).
2. To refuse to designate the Finsbury Park and Stroud Green Neighbourhood Area, as identified in Appendix 1 and Appendix 7, pursuant to Section 61G and 61I of the Town and Country Planning Act 1990 (as amended) ("the Act") in so far as that area is within the London Borough of Haringey
3. To designate the Finsbury Park and Stroud Green Neighbourhood Area as amended by Officers and identified in Appendix 9, pursuant to Section 61G and 61I of the Act in so far as that area is within the London Borough of Haringey
4. To agree to designate the Finsbury Park and Stroud Green Neighbourhood Forum, as set out in Appendix 1, pursuant to Section 61F of the Act

Reasons for Decision

An application for the designation of the Finsbury Park and Stroud Green Neighbourhood Area which falls within London Boroughs of Islington, Hackney and Haringey, as identified on the map submitted as part of the Neighbourhood Area application (at Appendix 7), has been made to the Council and the proposal has been subject to consultation. The application meets the relevant regulations.

Neighbourhood Area

In light of representations received Officers recommend that Cabinet designates the Area but with amendments to the proposed boundary within Haringey, namely to exclude the Finsbury Park itself.

The representations received highlight Finsbury Park is wholly within the Haringey administrative area, and thus there was significant concern that the proposed Forum would have undue influence over the future management and development within the park, for which the majority of membership is not within Haringey under whose administrative responsibility lies.

Additionally the Park is a Regional Park with more than local significance, and its future is considered important to many neighbourhoods within the three Boroughs and further afield. There is therefore concern that other neighbourhoods within the vicinity of the park would lose influence and sway over the future of the park and that there will not be the opportunity for consultation on issues which may affect them.

Officers would therefore conclude that there are no existing administrative or physical boundaries which justify the attachment of any part of the park exclusively to the Stroud Green/Finsbury Park Forum Area, and the inclusion of it within the proposed Forum Area could be to the detriment of other neighbourhoods within the vicinity of the Park. It is noted that there are a number of existing mechanisms which afford protection to the interests of residents and park users. This includes an active Stakeholder Group which includes representation on behalf of local residents (in the form of local councillors, resident associations and the Friends of Finsbury Park).

If Cabinet are minded to refuse to designate the Neighbourhood Area boundary as proposed, the provisions of section 61G(5) of the Act would apply. This requires the Council to exercise its power of designation so as to secure that some or all of the specified area forms part of one or more areas designated (or to be designated) as Neighbourhood Areas. This means that a smaller Neighbourhood Area would need to be designated (removing any areas which instigated refusal). As the proposed Neighbourhood Area crosses a local authority boundary the powers of designation apply to each Local Planning Authority for their own area only. It is therefore recommended that Cabinet use the Council's powers of Designation to designate a boundary for the Finsbury Park and Stroud Green Neighbourhood Area as amended by Officers and identified in Appendix 9

Neighbourhood Forum

An application for the designation of a Finsbury Park and Stroud Green Neighbourhood Forum (Appendix 1) has been made to the Council and the proposal has been subject to consultation which demonstrated no objections from stakeholders. The application meets the relevant regulations.

It is recommended that Cabinet designate the proposed Neighbourhood Forum.

Alternative options considered

The Council is required by Section 61G and 61I of the Act to determine an application to designate a neighbourhood area within 20 weeks of submission of the application. The only alternative options would be for the Council to:

- designate the area as submitted without alterations
- Refuse to designate the Forum.

For the reasons given above, the designation of the area as submitted is recommended to be modified. The section below outlines how the proposed Forum meets the requirements in regulations and there have been no objections received. Therefore it is not recommended to refuse the application to designate the Forum.

77. HORNSEY LIBRARY REFURBISHMENT AND ESSENTIAL MAINTENANCE

The Cabinet Member for Civic Services introduced this report, which recommended revising the scope of the original Hornsey Library scheme to incorporate health & safety improvements and essential building fabric repairs. The existing budget of £1.011m needed to be increased by £2.266 to £3.277m.

The Cabinet Member highlighted that Hornsey Library is a grade II listed, Council-owned property. It was one of the Council's three main libraries and an important civic building. The proposed additional capital investment was vital in ensuring the building was in sound structural condition. The capital funds complemented investment in internal refurbishment, and together the whole project should result in a revived library inside and out.

The Cabinet Member continued to refer to the library provision of key services, and contribution to the Council's corporate priorities. As well as a fine book stock, the library included an exhibition gallery; café area; internal garden and a lovely children's library. In addition, it provided a home for an amazing collection of musical scores used by orchestras and musicians from around the country.

The library was in a very prominent position, adjacent to Hornsey Town Hall. Renovation of the library will assure its status as a civic institution and would be complemented by the new arts centre being developed as part of the Town Hall renovations.

In response to questions, the following was noted:

- The funding allocation for other libraries in the borough was set out at section 6.1 of the report. In relation to the flat above Stroud Green library, there was

ongoing discussion about how this space could be used. There was a suggestion for residential use and other ideas such as use by writers and artists. The Cabinet Member had met with Friends of Stroud Green library, and was examining how the asset can be utilised and its role as cultural facility extended.

- In relation to the Capital allocation spending plan for library, the Cabinet Member would check if this includes the ZEN gardens. The Director for Customers, Transformation and Resources advised that there would be some improvement to the public realm outside of the Library and offered to meet with Cllr Morris to talk through the drawings and proposed plans.

RESOLVED

To approve the virement of £2,266,000 from the Corporate Landlord and Carbon Management budgets over a two-year period. This will allow for critical maintenance; health and safety works and structural and building fabric improvements within Hornsey Library as set out in section 9.1.2 of the report.

Reasons for decision

Hornsey Library is a 55 year old, grade II listed building. It was designed as a purpose-built working library. The library currently requires a significant amount of maintenance, as it still has many of its original fittings such as the heating system, building fabric (windows, roof and wall cladding), and electrical systems etc. The majority of these are now failing and causing operational and safety issues. There are also accessibility issues to some elements of the building.

The proposed budget increase and associated virement will enable the refurbishment project to proceed, reducing the risk of re-work, which could be required with resulting delays if the maintenance is carried out later. It will allow the library to continue to provide modern, fit-for-purpose and fully accessible services, meeting the needs of the local community in the future. The works are due to start on site in January 2019 and take approximately 7-8 months to complete.

The investment into Hornsey Library will mirror the commercial investment into the town hall development and will represent the Council's commitment to investment into its libraries and infrastructure, retaining a significant well-loved landmark building as a Council asset. The structural works will enable an already well-used facility to continue to function properly into the future.

It is anticipated that investment in new energy equipment and insulation, will reduce operational running costs for the Council through energy consumption and ongoing routine maintenance. The inclusion of solar PV panels will promote the Zero Carbon ambition of the Council to the wider community.

Alternative options considered

A 'do nothing' option is not considered appropriate as it would see the building continue to deteriorate and continue to fail the public through building closures from faults such as no heating or leaking roofs/windows, to safety issues from failing masonry panels.

Only carry out internal modifications to improve the service, the original scheme. This was discounted, as it does not address the building condition issues such as the leaking roof and windows, the boiler, which is constantly breaking down; and the external cement wall panels, which are crumbling; or the uneven pavements, which are health and safety risks. If these works were carried out separately later then there would be a significant amount of rework to the newly installed fixtures and finishes, as well as the potential risk of adhoc library closures.

Carry out all maintenance within the building. This option was discounted as it would mean an additional cost of £1,000,000 above this proposal, and it is recognised that there are limited funds within the Council. The building and operational maintenance requirements can be met by the virement funds requested. It is also expected that the remaining works will be carried out over the longer term period and will not have any impact on the proposed scheme.

78. REGULATION OF INVESTIGATORY POWERS ACT (RIPA) 2000: USE WITHIN THE COUNCIL 2018/19 AND UPDATES TO THE COUNCIL'S POLICY

The Leader of the Council introduced this report which informed Cabinet about issues relevant to the use of the Regulation of Investigatory Powers Act (RIPA) 2000; and provided a refreshed policy for approval.

RESOLVED

1. To note the use of RIPA by the Council; and
2. To approve the amended RIPA policy at Appendix 1.

Reasons for decision

The Protection of Freedoms Act 2012 requires members to be advised about the use of powers under RIPA and to approve the Council's policy for the use of directed surveillance.

Alternative options considered

Approving this Council policy was a statutory requirement and therefore there were no alternative options to consider.

79. WATER, WASTEWATER & ANCILLARY SERVICES FOR HARINGEY BUILDINGS CONSISTING OF THE CORPORATE, HOUSING AND SCHOOLS ESTATES

The Cabinet Member for Corporate Resources and Insourcing introduced the report and reflected on the impact of the privatisation agenda on monopoly industries such as water provision and the situation this had led to with de-regulation and the previous water supplier exiting the retail market and handing over water provision and water waste disposal for the borough to another supplier, Castle Water.

There was proposal to enter into a new contract for the provision of Water, Wastewater & Ancillary Services following a collaborative procurement exercise conducted on behalf of members of the London Energy Project (LEP) and NHS London Procurement Partnership and to award the contract to Anglian Water Business (National) Ltd trading as “Wave” for a period of two years. This would be with an option to extend for a further 2 years.

The Cabinet Member for Civic Services highlighted some of the issues that a school, of whom she was a governor, had encountered with the current supplier and which had not yet been fully resolved. The Cabinet Member for Corporate Resources and Insourcing agreed to investigate progress on these issues.

Cllr Culverwell spoke about a live situation with the current water supplier at a school in his ward, concerning disposal of waste water. The Cabinet Member for Children, Education and Families provided assurance that she had already spoken with the Assistant Director for Schools and Learning on this matter and there had been agreement to complete the necessary water works in the October half term. The Cabinet Member for Children and Families would provide a further written response to Cllr Culverwell, after the meeting.

RESOLVED

1. To award the contract for the Provision of Water, Wastewater and Ancillary Services to Anglian Water Business (National) Ltd trading as “Wave” (on the basis that it represents best overall value for money, following a thorough evaluation of quality and price) as permitted under CSO 7.01(b) in accordance with CSO 9.07.1(d) for a total sum of £3.1m. The contract is for two years with an option to extend for another two years if needed.
2. To delegate authority to the Director of Housing, Regeneration, and Planning to undertake all necessary actions to enable the contract to be awarded to Anglian Water Business (National) Ltd trading as “Wave” under Lot 3 of the Crown Commercial Service (CCS) Framework Agreement RM3790. These actions are detailed within Appendix 2.

Reasons for decision

Under the Water Act 2014, Haringey Council are required to appoint a contractor for a Water Retailer and to do so in accordance with the Public Contracts Regulations 2015

(PRC 2015). This contract is required to deliver Water Supply and management of Waste Water.

The successful tenderer (Anglian Water Business (National) Ltd trading as “Wave”) submitted a bid that offered the best value to the Council. Together the LEP with the Council, are confident that this retailer has the capability to deliver the services to the required standard.

The successful tenderer showed a good understanding of the services required by the Council. The contract value is £3.1m covering the supply of water and wastewater and an ancillary service to reduce water demand. It covers a maximum of four years. This will be delivered on an existing procurement framework managed by the Crown Commercial Services (CCS) (Lot 3 RMO3790)

Alternative options considered to secure best value

Do Nothing

Castle Water are the default water and waste water company (retailer) responsible for water billing and administration.

Even if the Council was minded to remain with Castle Water, the Public Contracts Regulations 2015 (PCR 2015) dictates that authorities are required to conduct a competitive process to select a retailer for water and waste water services.

For the Council to run its own full tender and appoint its own supplier

The option of an individual authority conducting its own tender or mini-competition was not recommended because the risks and costs of running this tender exercise, including the use of staff resources to write a service specification and conduct a tender exercise, are not commensurate with potential benefits of retailer service efficiencies and savings.

Pan LEP route (Preferred and actioned)

The recommended option was to join the LEP Team who would manage (at no additional cost) a pan-LEP mini competition for all LEP members to access a single retailer through a Central Purchasing Body (CPB) framework. This would be run on the basis that a CPB framework for water provides a reasonable route to market at an affordable price for service. All LEP authorities' portfolios will be competed together via a CPB framework, with each authority having its own call-off contract.

The key reasons for this were:

- the pan-LEP aggregated customer base is both attractive and prestigious for suppliers, meaning retailers responded with high quality, well priced bids;
- the resource any CPB can afford to dedicate to a large aggregated tender is greater than Haringey Council could provide;
- a single retailer for water would not restrict market competition and will deliver greater benefits than multiple retailers, for example a dedicated customer

service management function, technology deployment trials, flood and drought protection support services;

- retailers have vastly differing capabilities in core business functions, such as consolidated billing and online portfolio, account and query management platforms, therefore these aspects must be tested as part of the mini-competition process and the quality/price ratio must be appropriate for the competitive price differential vs potential for savings through efficiency gains; and,
- LEP team managed the full tender process (the service specification, mini-competition, evaluation process, oversee pre-contract set-up and manage the strategic retailer relationship).

80. WOODSIDE AVENUE

The Deputy Leader and Cabinet Member for Housing and Estate Renewal introduced this report which sought authority to acquire properties (“the Properties”) on Woodside Avenue. The properties would form part of the proposed Cranwood Site for new housing. The two Properties were known as 104 Woodside Avenue, London N10 3JA and 106 Woodside Avenue, London N10 3JA. Acquiring these properties would enable the Council to continue with its plans for a housing scheme which will deliver new social rented housing in the west of the borough, where there is currently a severe shortage of social rented homes.

Following consideration of exempt information:

RESOLVED

- To agree the acquisition of the property known as 104 Woodside Avenue, London, N10 3JA;
- To give delegated authority to the Director of Housing, Regeneration and Planning after consultation with the Director of Finance to agree the purchase and the terms of the acquisition for 104 Woodside Avenue. The acquisition is to be for planning purposes;
- To agree the acquisition of the property known as 106 Woodside Avenue, London, N10 3JA for planning purposes;
- To give delegated authority to the Director of Housing, Regeneration and Planning after consultation with the Director of Finance to agree the final contract for the acquisition of 106 Woodside Avenue;
- To fund the acquisitions and transaction costs from the Strategic Acquisitions budget of the agreed capital programme.

Reasons for decision

The Council is progressing with plans for developing new Council-owned housing. It is specifically progressing with potential proposals for a new housing development on the Cranwood site in Muswell Hill. [The rest of this section is exempt].

Alternative options considered

An alternative option is not to acquire the properties. [Further information is contained in the exempt part of the report]

81. MINUTES OF OTHER BODIES

None

82. SIGNIFICANT AND DELEGATED ACTIONS

Cllr Brabazon had a query relating to a delegated decision taken by the Director of Children's Services on the refurbishment of Cumberland Road. Agreed that a response be provided outside of the meeting.

RESOLVED

To note the significant and delegated actions taken by Directors in August.

83. NEW ITEMS OF URGENT BUSINESS

None

84. EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED

That the press and public be excluded from the remainder of the meeting as the items below contain exempt information, as defined under paragraph, 3 and 5, Part 1, schedule 12A of the Local Government Act 1972.

85. WOODSIDE AVENUE

As per the exempt minutes and item 80.

86. EXEMPT MINUTES

The exempt minutes for the 14th of August 2018 meeting were agreed as an accurate record.

87. NEW ITEMS OF EXEMPT URGENT BUSINESS

None

CHAIR: Councillor Joseph Ejiofor

Signed by Chair

Date

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Report for: The Cabinet, 9 October 2018

Title: Borough Plan, 2019-23

Report authorised by : Zina Etheridge, Chief Executive

Lead Officer: Rebecca Hatch, Head of Policy & Cabinet Support

Ward(s) affected: All

Report for Key/

Non Key Decision: Key Decision

1. Describe the issue under consideration

The report summarises the process and content of the Council's new Borough Plan, which will set the strategic vision for the borough over the next four years.

2. Cabinet Member Introduction

- 2.1 Haringey is our home, and we are proud of it. We are ambitious for Haringey's future as a whole and for the people who call the borough home. The Borough Plan sets the framework for the Council and our partners to deliver on our ambitious agenda.
- 2.2 We want to run an open, collaborative Council that genuinely engages people in shaping our borough's future. That is why we feel that genuine consultation and engagement are vital to build trust and partnership with our residents and our stakeholders. People must be able to feel that they can have confidence in their Council to do the right thing, and trust we are always on their side. As we set out our plan for consultation, we are encouraging people to respond to us.
- 2.3 We are not blind to the impact that 8 years of austerity has had upon our Council's finances. £280m of Westminster Government grant has been cut from Haringey's budget since 2010 – and there is the expectation of more to come. As a council, we have dealt with the mix of these direct cuts to our income alongside unfunded budget pressures
- 2.4 Over the next four years we will see a reduction in the Council's budget and a continued increasing demand for services. It is therefore even more important that we have clear priorities that set out how we, as a borough, can come together to deliver on our ambitions. This will ensure we are focusing our resources so that they have the greatest impact where there is the greatest need.
- 2.5 Changing how we do things is important. The default position of this administration is to deliver services directly where this is prudent to do so, in

order to maximise accountability, quality and other benefits to the community, as well as improving value for money where possible. We believe that public services need to be responsive to change and more democratically accountable.

- 2.6 Every local authority has to have a plan that translates the administration's priorities for the next four years into a set of objectives and a programme for action for the Council and its partners. This report introduces Haringey Council's Borough Plan, and invites residents, partners and stakeholders to comment upon it and to consider how they can help us to deliver it.

3. Recommendations

- 3.1 Cabinet are asked to agree to go out to consultation on the Borough Plan, which includes:
- a) Five Priorities – each containing Outcomes, Objectives and Delivery Actions;
 - b) Equality Principles and illustrative objectives;
 - c) Partner Statements; and
 - d) Pledges – Voluntary and Community Sector; Engagement with Residents; Business.
- 3.2 Following the consultation, a revised version of the Borough Plan will be taken to the Cabinet in February 2019 for formal adoption.

4. Reasons for decision

- 4.1 The Council's current Corporate Plan comes to an end this year. The Council needs to agree a new strategy to cover 2019-23, which will set the strategic vision for the organisation and major partners in the borough.
- 4.2 The new administration was recently elected on a defined policy agenda. The Borough Plan seeks to deliver the political priorities of the administration over the next four years.
- 4.3 The Council is currently developing its Medium Term Financial Strategy (MTFS). The outcome of the Borough Plan consultation and final strategy will inform the MTFS of the organisational priorities for 2019-23.
- 4.4 The Council has a statutory duty to publish equality objectives. The Borough Plan is the core document through which the Council identifies and agrees where to tackle inequalities in the borough. The Borough Plan document includes draft equality principles and illustrative objectives, which will also be subject to public consultation.

5. Alternative options considered

- 5.1 There are a number of alternative options, including:
- a) Do not publish a new Plan; and
 - b) Extend the current Corporate Plan.

5.2 It is not considered feasible to pursue option A, as the Council’s Corporate Plan ends this year, which means a new Plan must be published. The Council is required to agree an overarching strategic document, which sets the parameters in which all other strategies operate.

5.3 It is not considered appropriate to extend the governance period of the current Corporate Plan, as this does not reflect the current administration’s priorities and the nature and extent of partnerships across the borough, which contribute to the delivery of the Plan’s outcomes.

6. Background information

6.1 Over the last year, the Council has been developing the Borough Plan, 2019-23, which seeks to build on the successes of the Corporate Plan, 2015-18, and reflect the political priorities of the current administration.

6.2 The three key purposes of the Borough Plan are to:

- 1) Direct Council resources;
- 2) Galvanise ownership of outcomes and objectives with partners; and
- 3) Communicate the Council’s priorities to residents.

6.3 The Borough Plan identifies five Priorities:

- a) Housing – A safe, secure and affordable home for everyone, whatever their circumstances;
- b) People – Strong families, strong networks and strong communities nurture all residents to live well and achieve their potential;
- c) Place – Stronger, connected communities where together we improve our environment by making it safer, cleaner and greener;Economy – A growing economy which provides opportunities for all our residents and supports our businesses to thrive
- d) Your Council – The way the Council works.

Table 1.1 – Summary of Borough Plan Priorities and Outcomes

Priority	Outcomes
Housing	1 We will work together to deliver the new homes Haringey needs, especially new affordable homes
	2 We will work together to prevent people from becoming homeless, and to reduce existing homelessness
	3 We will work together to drive up the quality of housing for everyone
People	4 Best start in life: the first few years of every child’s life will give them the long-term foundations to thrive
	5 Happy childhood: all children across the borough will be happy and healthy as they grow up, feeling safe and secure in their family, networks and communities
	6 Every young person, whatever their background, has a pathway to success for the future
	7 All residents will be able to live free from the fear of harm
	8 All adults are able to live healthy and fulfilling lives, with dignity, staying active and connected in their communities
	9 Strong communities where people look out for and care for one another
Place	10 A Healthier, Active and Greener Place

	11 A Cleaner, Accessible and Attractive Place
	12 A Proud, Resilient, Connected and Confident Place
	13 A Safer Borough
Economy	14 A growing economy and thriving local businesses, supported by a community wealth-building approach
	15 A borough where all residents have access to training and skills development opportunities and more people are supported into work
	16 A borough with more quality jobs with opportunities for progression
	17 Investment with local people at its heart, focused on Tottenham and Wood Green
Your Council	18 A council that engages effectively with its residents and businesses
	19 Residents get the right information and advice first time and find it easy to interact digitally
	20 We will be an able, positive workforce with the skills needed to deliver for Haringey
	21 We will be a Council that uses its resources in a sustainable way to prioritise the needs of the most vulnerable residents

6.4 Each of the Priorities includes:

- i) Introductory Vision and Narrative;
- ii) Outcomes;
- iii) Objectives;
- iv) Delivery Actions;

Equality Principles and Objectives

6.5 The Borough Plan includes Equality Principles and pulls out illustrative objectives, which will be further refined during the consultation period.

Partner Statements

6.6 The Borough Plan includes supporting statements from the borough's key strategic partner organisations. The statements summarise the contributions of partners to the Borough Plan's outcomes and objectives and seek to strengthen partnerships across Haringey over the next four years.

Pledges

6.7 The Borough Plan includes three Pledges, which summarise the Council's strategic relationship with the Voluntary and Community Sector and Business – and our approach to engagement with Residents.

Consultation and Engagement

6.8 It is proposed to go out to consultation for eight weeks. During the consultation, the Council will continue to engage with residents, a wide range of partners and staff. An overview of the Council's engagement approach is included in Appendix B.

- 6.9 The Borough Plan includes a pledge to residents, to take a new, improved approach to engagement. This will involve testing out more innovative ways of harnessing input from residents and partners, including through the Fairness Commission. The aim of the approach will be to bring partners and residents together to find solutions and agree actions, to tackle the most pressing issues affecting Haringey's communities.
- 6.10 The Borough Plan engagement with partners will build on the existing work that has taken place over the last year, primarily through workshops focused on each Priority. However, the Council will use a range of engagement techniques to work with partners on specific issues affecting the borough. The Council will work with partners to find solutions and agree action plans for each issue.

7. Contribution to strategic outcomes

- 7.1 The draft Borough Plan, once consultation has concluded and the document has been revised accordingly, will create the new strategic outcomes for the Council.

8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

Finance

- 8.1 This report request that Cabinet agree to go out to consultation on a new Borough Plan (2019 – 2023). The Borough Plan sets out how the new administration seeks to deliver its political priorities over the next four years.
- 8.2 The MTFs is critical to the delivery of the objectives set out in the Borough Plan, so the outcome of this consultation will inform the refresh of the MTFs and future years budgets.
- 8.3 There are no immediate financial implications arising from the recommendations in this report.

Strategic Procurement (SP)

- 8.4 SP note the contents of the report and that it seeks approval to undertake consultation on the Borough Plan.
- 8.5 SP note that there is no requirement for procurements to be undertaken by this report at this time.
- 8.6 Procurements resulting from the Borough Plan will be subject to Public Contract Regulations 2015 : PC

Legal

- 8.7 The Assistant Director of Corporate Governance has been consulted in the preparation of this report.

- 8.8 A corporate plan is a key document, setting out the council's strategic vision for the next four years. There is a need to consult residents, businesses, partner organisations and staff in formulating the Council's draft Borough Plan. The Medium Term Financial Strategy which will underpin the delivery of the Borough Plan will require consultation and once the proposals are finalised they may need specific legal advice and guidance as they are being implemented.
- 8.9 In formulating its proposals the Council must have regard to the Public Sector Equality Duty under the Equality Act 2010. This requires the Council in exercising its functions to have to the need to eliminate discrimination, harassment, and victimisation; advance equality of opportunity between persons who share a relevant protected characteristic and those who do not and foster good relations between persons who share a relevant protected characteristic and those who do not. The protected characteristics include age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex and sexual orientation.
- 8.10 Full EQIAs will be undertaken as necessary when specific policy, strategy and service changes are consulted on and implemented.

Equality

- 8.11 The Council has a public sector equality duty under the Equalities Act (2010) to have due regard to:
- Tackle discrimination and victimisation of persons that share the characteristics protected under S4 of the Act. These include the characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (formerly gender) and sexual orientation;
 - Advance equality of opportunity between people who share those protected characteristics and people who do not; and
 - Foster good relations between people who share those characteristics and people who do not.
- 8.12 The Borough Plan sets the strategic direction for the Council's commitment to reduce inequalities in the borough. A key theme of the Borough Plan is to promote fairness, this includes, but is not limited to, discharging the Council's duties under the Equality Act.
- 8.13 The Equality Principles and Objectives act as the strategic guidance for the development of individual policy changes for the duration of the Borough Plan period, 2019-23. The Equality Principles and Objectives positively impact individuals and groups with protected characteristics as they focus on ensuring that any decision taken by the Council aims to reduce inequalities that exist in Haringey and foster good relations.
- 8.14 The Council will ensure that the consultation process is inclusive and targets groups with protected characteristics. Appendix B contains a summary of the proposed consultation plan, which will include steps to maximise the reach of the consultation and officer resources to strengthen the quantity and quality of

consultation feedback. The consultation process will also provide an opportunity to input to the Council's Equality Objectives, which aim to reduce inequalities in the borough.

- 8.15 It is noted that the Fairness Commission will be conducting extensive engagement with residents and partners over the next few months. The recommendations of the Fairness Commission will be reflected in the Borough Plan, as appropriate.
- 8.16 Where specific policy proposals arise, the Council will undertake appropriate Equality Impact Assessments to identify and address any potential equality implications of individual decisions.
- 8.17 The Council will use the feedback from the public consultation to complete an Equality Impact Assessment of the final Borough Plan, which will be presented to the Cabinet in the new year.

9. Use of Appendices

Appendix A - Borough Plan, 2019-23

Appendix B - Consultation Plan

10. Local Government (Access to Information) Act 1985
None

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BOROUGH PLAN

2019 – 2023



Consultation draft



INTRODUCTION

Haringey is our home, and we are proud of it. We are ambitious for Haringey's future and have great ambitions for the people who live here.

Local Government is the primary provider of many essential services that enable our country to operate on a day to day basis. The Government's austerity agenda has now been in place for eight years and has led to brutal cuts to Council budgets, with £280million of Government grant cut from Haringey's budget since 2010 and more to come. Austerity is having a very real impact on the lives of citizens, and the resulting cuts have had a disproportionate impact on the poorest. We have dealt with a mix of direct cuts to our income and unfunded budget pressures. It has been our duty to protect our residents from feeling the full force of these cuts and also to work creatively so that we can continue to provide excellent services, and address people's needs and aspirations.

How we do things is important. We want to run an open, collaborative Council that genuinely engages people in shaping our borough's future. We have made a particular commitment to listening to young people so that we develop services that meet their needs and believe that a youth service directly delivered to young people in centres across the borough is the best solution.

We are a Borough with a long and proud history of welcoming migrants. Through the new Connected Communities programme we are giving migrants additional support and advice to help them make our Borough their home. People from all across the EU have recently settled alongside our more established migrant communities. We want these EU

residents to know that we want them to stay in Haringey and we are committed to supporting them to do so.

People should be able to feel that they can have confidence in us to do the right thing, and trust we are always on their side. The default position of this administration is to deliver services directly where this is prudent to do so, in order to maximise accountability, quality and other benefits to the community, as well as improving value for money where possible. We believe that public services need to be responsive to change and more democratically accountable.

We have listened to what matters most to people in Haringey. Our top priorities for the next four years are:

Housing Haringey's people

We believe that increasing the supply of traditional Council housing is one of the most important things we can do, because for many people a Council home offers the only real chance of putting down roots in Haringey, in a stable good-quality home. We have promised to deliver at least a thousand new Council homes over the next 4 years at Council rents, predominantly on Council land. However, we are also aware that some of our most valued workers, including care workers and teachers, cannot afford to live here, that people who rent in the private sector need the protection of a landlord licensing scheme, and that Haringey residents want the Council to make sure that new homes are available to local people first, not sold off plan to foreign



investors who leave them empty.

Building and retaining wealth in our community

Regeneration isn't just about shiny new buildings, it's about social and economic renewal, and this is something we intend to promote. When we regenerate neighbourhoods, we do it with the expectation that the people who lived there before will be an integral part of the community after the work is done. We will work to increase the prosperity of Haringey residents. Every public pound spent must provide maximum public benefit. We will put greater emphasis on procuring goods and services locally and we will create partnerships to use all the levers we have to retain money in the local economy. We'll support small and medium sized businesses, and ensure that local people have the skills to get the jobs that come with a growing economy. Direct employment by the Council will enhance the availability of quality jobs with good pay and conditions. This is also about the Council supporting a skilled and committed workforce and setting an example for local businesses by paying at least the London Living Wage to all employees.

Tackling serious violent crime

London has a problem with serious violence, particularly with knife crime. Some of this is because there is less funding for work to intervene earlier, designed to prevent crime. There have also been huge cuts to neighbourhood policing. This means that the police are less visible than they were, and while most people in Haringey are happy with their area as a place to live, crime and anti-social behaviour is the issue that people talk about most when asked what makes

them unhappy about living here. We will continue to work with the police and local people to bring the perpetrators of crime to justice, and we are looking at all the factors that divert young people away from criminality.

Reducing inequality and making Haringey a fairer place

Inequality is the root cause of many problems in our communities. Through our policies, and the way we provide services, we will ensure that equality is promoted, and inequality reduced. We will work with our partners to support and challenge them to adopt the same approach. And we want to make sure that the greatest weight is placed on the broadest shoulders by looking at options that make Council tax, and our policies for charging for services, fairer. We have launched a Fairness Commission and through this we will listen to what residents, community groups and businesses think we should do to make Haringey a better and a more equal borough.

This plan sets out in detail what we plan to do, with partners, across the whole range of the Council's responsibilities, and how we intend to work creatively to achieve our ambitions.

Please do let us know what you think.

Cllr Joseph Ejiofor
Leader, Haringey Council



WHAT HAPPENS NEXT?

This draft Borough Plan sets out our proposed priorities for Haringey. These priorities have been developed following significant engagement with residents and partners, including: a large Residents' Survey of 1900 local people; two Borough Partners events, each bringing together over 100 local community organisations, businesses and public sector partners; a staff conference reaching 1600 staff; and a wide range of smaller workshops and discussions. The priorities set out are underpinned by evidence, a summary of which is published in the 'State of the Borough' evidence pack. This evidence, and the Residents' survey results are available on Haringey Council's website. www.haringey.gov.uk.

The Borough Plan sets out a proposed set of outcomes and objectives - and an illustration of the actions that the Council will undertake to achieve them. It also talks about some of the ways we want the Council to work in order to support these objectives through having good customer services, staff with the right skills and a focus on value for money.

But, of course, the Council is not able to achieve these outcomes and objectives on its own. On almost every issue - from making our streets cleaner, to reducing loneliness, to tackling air pollution, or violent crime - we need to work in partnership with our communities and partner organisations to achieve change. The actions undertaken by the Council are only part of the picture. We can make resources go further when we all pull in the same

direction, and reduce duplication. We can provide better support, through a more joined up offer. We need to do better at making sure the local system is easy to navigate and working as a whole.

Engaging with partners

Our aspiration is for the Borough Plan to be a joint Plan for the Council and all of its partners. We recognise that it will take time to reach this point, and that we are at the start of the journey. However, we hope that working with our partners on the development of this Plan will move us a few steps forward towards a set of genuinely shared priorities and a joined up approach to achieving them.

Partner Statements are included from five of the Council's key strategic partner organisations: the Metropolitan Police; the Clinical Commissioning Group; the London Fire Brigade; the College of Haringey, Enfield and North London, and the Bridge Renewal Trust.

During the consultation process, we will be engaging with a much wider range of partners, with a focus on how we can work together better on some of the most pressing issues facing our Borough.

Engaging with communities

We welcome feedback on the overall Borough Plan:

- Are these the right outcomes and objectives?
- Is the approach to achieving them right?
- And how can we work together better to create a more joined-up approach?

But we know that, for most people, asking them to read and comment on this kind of document is not the best way to engage them.

This Plan sets out our commitment to work differently with our residents. This is an opportunity to begin a new approach to engagement, and we will be testing out new ways of involving our residents and partners over the coming months. We will be working with local communities

on some of the key issues set out in the Borough Plan and bringing partners and residents together to find solutions and agree actions.

The Fairness Commission involves a wide-ranging programme of engagement, looking at experiences of fairness across the Borough, and developing recommendations on how to reduce inequalities. More focused engagement will also be taking place to inform the development of the Youth at Risk strategy, place-based health and social care services, and a range of other key issues.

Please see www.haringey.gov.uk for details of how to get involved.

HARINGEY NOW

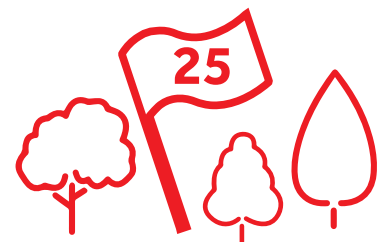
For many people, what they need from public services are great universal services - schools, good primary healthcare, clean and safe streets and high quality open spaces.



All of Haringey's schools and early years settings are rated Outstanding or Good



Haringey has over 120 venues where cultural activity takes place, and over 70 regular annual events. The Alexandra Palace restoration and the construction of the new Spurs stadium will complete during the Borough Plan period, further enhancing Haringey's cultural offer.



Haringey now has 25 Green Flag Parks, with three new flags awarded in 2017

Some people need more support – at certain times in their life, or to deal with particular issues. There are some really big barriers that stop some people fulfilling their potential. We are committed to dismantling these barriers – including in housing, transport, childcare and access to jobs and skills - and to tackling disadvantage in all its forms.

Housing

Haringey has the 3rd highest numbers of people in Temporary Accommodation in London. And the population outnumbers available housing by around 12,000 people.

Violence

Our rates of violent crime with injury and domestic violence with injury are both the second highest in London. In our most recent survey of residents, almost half (49%) of North Tottenham residents said that they feel unsafe after dark.

Community Wealth Building

In response to a question in the same survey, 28% of our residents said that they could not meet an unexpected expense of £100 without borrowing the money. We have the largest proportion of people earning below the London Living Wage of all inner London Boroughs and the number of jobs per person (0.48) is less than half the London average (0.99).

Fairness

The gap in years of healthy life expectancy between the richest 10% and the poorest 10% is 15 years for women and 17 years for men.

Educational attainment varies significantly, and is lowest for black boys.

We know that providing help early is better than helping when a problem has become acute, and we will do this where we can and where we can afford to do so. Residents are our most important partners in this. Prevention takes place largely within families and communities and we will support a community-based approach through our new 'Communities First' initiative.

We know that our communities know best what they need, so we will listen and work with residents to improve the way we do things from the very start of any change. Our approach will be to support and empower our communities and build on their existing strengths and assets.

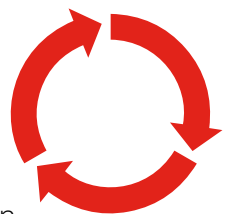
Haringey has strong inclusive communities

" I have good friendships or associations in my local area "

78% agree

" My local area is a place where people from different backgrounds get on well "

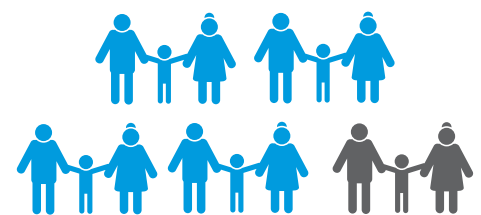
91% agree

23% 

There are high levels of population churn in Haringey. In Harringay ward, around a quarter (23%) of residents have lived in the Borough for less than two years



More than 4 in 5 residents are satisfied with their local area as a place to live (86%). This is above the LGA benchmark for national satisfaction rates (82%).



78%

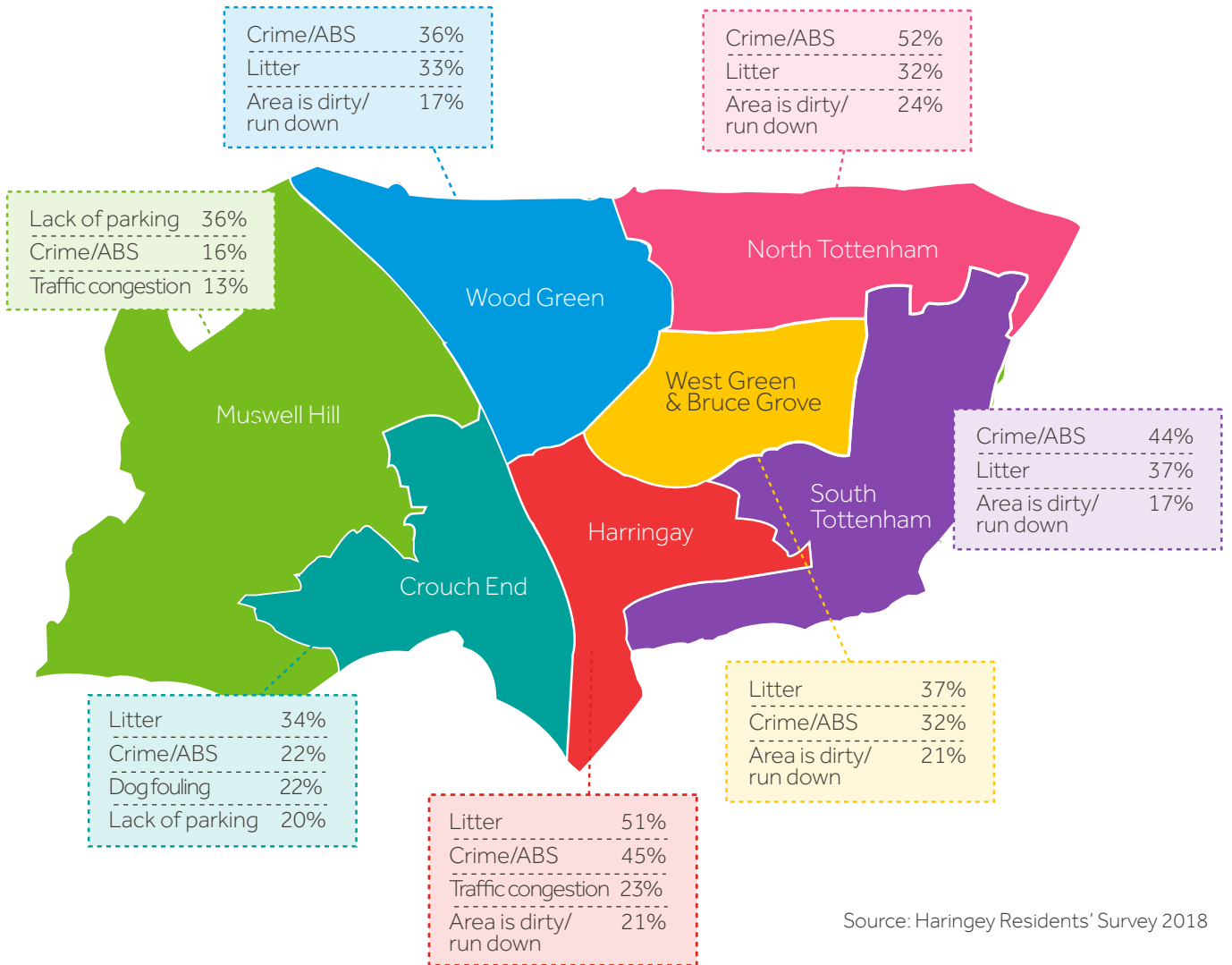
Almost **four in five** residents feel the borough is a good place to bring up children

66% 

Two thirds of residents in our survey (66%) reported **feeling optimistic** often or all of the time

And whilst our communities have great strengths, we also know that there are issues that need addressing: crime, parking, congestion, litter and run down areas. We commit to tackling the problems that concern our residents most – and would like to work in partnership with local communities to achieve change.

What do you most dislike about living in your area



Source: Haringey Residents' Survey 2018



PARTNER STATEMENTS

HARINGEY CLINICAL COMMISSIONING GROUP (CCG)

Haringey CCG has a long and valued relationship with Haringey Council in working collaboratively to improve the health and wellbeing of our population and deliver high quality health and care services.

Strategically we are key members of Haringey's Health and Wellbeing Board and work closely with the Council and other partners, particularly Barnet, Enfield and Haringey Mental Health Trust, Whittington Mental Health Trust, Whittington Health and North Middlesex, within the Wellbeing Partnership - our integrated care system - to agree priorities for population health in Haringey. We then work closely with partner organisations together to deliver against these priorities and reduce health inequalities.

Notable achievements through collaborative working in recent years include;

- Working together with the Council and our local hospitals to improve support at home after hospital discharge so people have a package of support that helps them to regain independence and get them back on their feet
- Development of integrated health and social care teams (such as the locality teams and rapid response services), particularly for frail older people that enable them to remain independent and in their own homes as long as possible.
- Improvements in access to primary care, including opening a new GP premises on Tottenham Hale and increasing primary care access in the evenings and at weekends.

→

- Investment in preventative services such as falls prevention and blood pressure checks, which reduce long-term dependence on health and social care.
- Setting up of joint commissioning arrangements between the Council and the CCG aimed at ensuring more integrated health and care services which make more sense to the user and improve outcomes.

We will work closely with the Council and other partners to deliver the objectives of the People Priority. In particular we will.

- Continue to integrate services enabling residents to get the right care in the right setting at the right time. We will develop our local integrated care networks to provide responsive and integrated care linking primary care, community health services, mental health and social care.
- Continue to support the quality and efficiency of services for vulnerable adults and children. We will have a focus on improving access to and quality of mental health care particularly supporting management of mental health conditions in primary care; rapid support for people in crisis and reducing out of area placements.
- Work at CCG and STP (Sustainability and Transformation Partnership) level to commission high quality health services for our residents. We will aim to deliver the NHS constitutional standards with a particular focus on high quality and safe emergency care.
- Continue to improve access to primary care, as well as working to further improve primary care quality.



METROPOLITAN POLICE

The Metropolitan Police Service (MPS) is committed to working with Haringey Council and other strategic partners to support delivery of the Borough Plan 2019–23. In doing so, we have two clear ambitions: to make Haringey a safe borough for all who live and work in the area; and to protect and support the most vulnerable people and places.

Specifically, we will support the Plan's People vision by:

- Taking a lead role alongside our partners in identifying and safeguarding those at risk of harm, exploitation or neglect.
- Listening to the voices of young people affected by crime and fear of violence in order to build a trusting relationship with police.
- Supporting people and groups disproportionately affected by crime, including those targeted due to hatred or their faith.

Through our key role within the Community Safety Partnership, we will strive to make Haringey a safer Place by:

- Increasing confidence by listening to the concerns of local people and dealing with the issues that matter most to the community.
- Reducing the number of victims of violent crime, prioritising the tackling of serious youth violence and knife crime to keep children and young people safe.
- Working with criminal justice partners to provide opportunities for young people to access services, training and employment.

We will support the aspiration for a growing Economy by:

- Engaging with the business and retail community to understand their concerns, provide advice on the prevention of crime and deal with crime and anti-social behaviour that may affect them.
- Playing a key supportive role in the establishment development and of Business Improvement District initiatives.
- Building close links with organisations and venues whose activities and events draw large numbers of people to Haringey.

The MPS in Haringey places visible and accessible community policing at the heart of its approach in building strong, confident communities, putting victims, particularly the most vulnerable, first and tackling those who commit crime. Our ambitions will only be achieved by working closely with Haringey Council and partners in the statutory, business, voluntary and community sectors and we look forward to further strengthening these relationships over the coming four years.

BRIDGE RENEWAL TRUST

The Bridge Renewal Trust is a charity based in Tottenham. Our mission is to deliver practical ways that people can live healthier, long and fulfilling lives – thus playing our part in working towards reducing health inequalities and building stronger communities. Our approach includes:

- Supporting people holistically to have the confidence, motivation, skills and knowledge to make their own healthy life choices – and to be able to pass this on in their families and in the community.
- Ensuring people can access the right mix for them of the medical and healthy living support to get well and stay well.
- Supporting people to identify barriers and develop the skills to build their own stronger communities.
- Working collaboratively and in partnerships to increase the availability of accessible services and support that will enhance the wellbeing and capacities of local people.

We welcome the partnership approach adopted in the Borough Plan and are committed to working collaboratively to improve the health and wellbeing of Haringey residents through the delivery of the following services:

- Strategic Partner Service (Community Impact Haringey) – a vibrant, inclusive, viable and self-sufficient voluntary and community sector well placed to meet the needs of local people.
- Volunteer Centre Haringey – promoting good volunteering practice and matching volunteers and organisations together.
- Whole health services – access to a range of therapeutic services that complement existing medical and social care services.
- Community empowerment programme – that enables communities to increase control over their lives through practical support after discharge from hospitals and in the community.
- Community facilities – providing a space for residents to engage in a range of activities.
- Safer Neighbourhood Board – working with resident and partner agencies for a safer Haringey.

LONDON FIRE BRIGADE

The London Fire Brigade's Strategic Priority in Haringey is primarily to keep people safe. Locally, the LFB delivers this priority through reaching the most vulnerable in the community, those in care and those in receipt of care.

However, the LFB cannot do this alone. We are working with partner agencies within Haringey to create a safer borough through Education, Engagement and Regulation. The LFB primarily supports the delivery of a Safer Borough outcome of the Borough Plan, through the community-based work that aims to prevent serious fire-related incidents from occurring in Haringey.

The LFB is committed to working in partnership with the community to maximise safety in the borough. The LFB's key programmes in Haringey include:

- Undertaking Home Fire Safety Checks across the borough to ensure people are safe where they live and whatever their living arrangements;
- Supporting local businesses through risk-based inspection programmes by the Regulatory Fire Safety Department. This supports the Borough Plan's commitment to foster an environment for businesses to flourish and providing the appropriate interventions to support their needs.

Engaging and involving the community is integral to the successful delivery of the London Fire Brigade's priorities. In Haringey, this means running Local Intervention Fire Education Courses and growing the Cadet Unit, aimed at 14-17 year olds in Haringey. The LFB's commitment to engage and educate young people supports the Borough Plan's objective for young people to achieve their very best, by complementing their formal educational and training experience with extra-curricular activities that ensure they live safe, responsible lives. The LFB is also currently exploring ways of opening up its fire stations to Haringey's communities, to maximise exposure and participation in the fire service – and to build stronger links with the community.

The Borough Plan provides the opportunity to strengthen links with the Council and other organisations in the borough and ensure that Haringey residents can lead safe and secure lives.

COLLEGE OF HARINGEY, ENFIELD AND NORTH EAST LONDON

The College of Haringey, Enfield & North East London as part of the Capital City college Group (CCCG) is deep rooted in its local community with a core mission statement "To help individuals, employers and our community to succeed by providing outstanding applied vocational training and education with a particular focus on skills for employment" with our Vision "To be the number one skills college for businesses and communities, offering a full range of courses to help people on to skilled jobs, apprenticeships or university."

The Borough Plan includes a number of Outcomes, of which the College is wholly supportive and committed to. In the People Priority, there is reference to every young person, whatever their background, has a pathway to success for the future. In the Economy Priority, there is a commitment to a borough where all residents have access to training and skills development opportunities and more people are supported into work. The College's community comprises of 72% BAME and provides training, apprenticeships and employability skills to over 12,000 learners each year. Nearly 75% of these learners come from the bottom 3 bands of the most deprived wards in England.

Many learners go on from the College to University or to achieve level 3 and above qualifications for which the College offers at least 15 different vocational routes including specialisms in Nursing, Business, Childcare & Education, Construction, Creative & Digital, Computing, Engineering, Hair & Beauty, Health & Science, Accounting & Finance and Social Care. With over 1000 Apprentices on programme the College is a significant London beacon for apprenticeship training and training to support employer's needs.

Our specialist SEN and supported learning provision is high quality with a direct focus on preparing and transitioning learners to employment or supported living including supported internships. We contribute considerably to the reduction in NEET's and reducing permanent fixed term exclusion with our 14-16 provision which attracts learners from 9 surrounding Boroughs including significant enrolments from Haringey Schools.

As a high quality further education provider the College prides its self on its customer satisfaction rates. The College achieved the highest learner satisfaction rates in England in 2016/17 and the highest employer satisfaction rates in London for the last 2 years.



EQUALITY PRINCIPLES

Haringey Council is committed to the principles of equality of opportunity, fairness and quality of life for all, both in terms of how we work with the community and in our role as an employer.

PRINCIPLES

1. Work with residents and employees to create communities which are able to come together, value diversity and challenge discrimination.
2. Actively talk to community groups who are made up of and/or support people with protected characteristics.
3. Work alongside the wider voluntary sector, statutory partners and local businesses to promote equality of opportunity and foster good relations.
4. Continue to monitor and assess the impact of our strategies, policies, programmes, projects and commissioning on equalities.
5. Improve and strengthen the collection and use of equality data, so that we can seek to improve outcomes for groups with protected characteristics.
6. Continuously seek to improve our approach to promoting equality, drawing on best practice from elsewhere, input from our staff equality networks and feedback from our residents.
7. Ensure that the requirements of the Equality Act are well communicated in the borough; starting conversations about equalities at the earliest opportunity; and fostering an environment where everyone understands their responsibilities under the Act.

OBJECTIVES

These principles will run through everything we do, bringing in equalities considerations to all aspects of our work.

In addition, there are a range of commitments which relate to equalities throughout the borough plan. These include, but are not limited to, the following:

- Improve the attainment of children from BAME backgrounds, closing the attainment gap relative to the wider population.
- Children and adults will experience improved mental health and wellbeing.
- Identify and significantly reduce the level of violence against women and girls.
- Tackle and reduce hate crime based on a zero tolerance approach.
- Support social integration within our communities
- We will be a diverse workforce at all levels of the organisation.

Equality objectives will be refined and developed during the consultation period.





HOUSING

A safe, stable and affordable home for everyone, whatever their circumstances

Haringey is an extremely diverse borough, yet the challenge of finding a suitable, secure and appropriate home affects our residents from all ethnic and social backgrounds. As a Council, we believe we can help build strong, settled communities by addressing the housing needs of all of Haringey's people, because our aspiration is for all of our residents to have a safe, stable and genuinely affordable home.

The Council is committed to ensuring that there are enough homes available in Haringey which people can afford, and which are all of a decent quality across all tenures.

We believe that increasing the supply of Council housing is one of the most important things we can do, because for many people a Council home offers the only real chance of putting down roots in Haringey, in a stable good-quality home. One of our very highest priorities is to start a new era of Council housebuilding in the Borough, particularly using our own land.

Others need provision of a different sort, whether it's renting a secure, sustainable home beneath the

level of rent set by the market, support to buy their first home, or simply the assistance and advice that can prevent them from becoming homeless or help them into more stable housing. So we will work with partners to provide a diverse range of housing choices to meet local need, always prioritising homes which local people can really afford. Where homes are built for private sale, we will do all we can to ensure they are occupied and not just bought and left empty by investors.

Those at the sharpest end of the housing crisis are those who find themselves homeless. Our aim is to work with families to try to prevent homelessness wherever we can, offering early assistance and timely advice to help them maintain their tenancies and reduce the risk of eviction, or to help them into more stable housing. But where this is not possible, we will ensure that the Temporary Accommodation we use is better quality, better managed, more secure and costs less for the Council – reducing our reliance on poor quality private rented housing. We have also set the ambitious aim of ending rough sleeping on our streets.

Meanwhile, others may have a home, but one which is in such bad condition that it affects their and their family's well-being, for example by harming their health or their children's attainment at school. Many of those who rent need a better service from their landlord, and someone to defend their rights when their landlord doesn't deliver. We will be their champion, while we improve our own Council homes and estates to a standard that goes wider than the Government's narrow definition of decent homes. And everyone has a right to live in a safe home, so we will work to ensure that people feel safe and secure in their home, whatever the tenure.

Our borough must offer something to all of those people, allowing all residents to participate in community life and to achieve their full potential, building communities in which everyone can thrive, side by side, as equals.



A safe, stable and affordable home for everyone, whatever their circumstances

Outcomes	Objectives
<p>1 We will work together to deliver the new homes Haringey needs, especially new affordable homes</p>	<p>a) Deliver as many new, good quality homes of all kinds as we can, in good quality neighbourhoods, getting as close as possible to the Mayor's emerging target for Haringey of 1,958 new homes every year</p> <p>b) Ensure that new developments provide affordable homes with the right mix of tenures to meet the wide range of needs across the Borough, prioritising new social rented homes</p> <p>c) Deliver 1,000 new Council homes at Council rents by 2022</p> <p>d) Secure the delivery of supported housing that meets the needs of older, disabled and vulnerable people in the borough</p>
<p>2 We will work together to prevent people from becoming homeless, and to reduce existing homelessness</p>	<p>a) Reduce the number of households in temporary accommodation by a third to under 2000 by 2022</p> <p>b) Where temporary accommodation can't be avoided, improve the experience of homeless families and minimise costs by reducing the Council's reliance on providers of nightly paid emergency accommodation</p> <p>c) Aim to end street homelessness by 2022</p> <p>d) Ensure access to high quality housing support that prevents or relieves homelessness for people with additional needs</p>
<p>3 We will work together to drive up the quality of housing for everyone</p>	<p>a) Improve the quality of Haringey's Council housing, including by ensuring that a minimum of 95% of homes meet the Decent Homes Standard by 2022</p> <p>b) Improve residents' satisfaction with the service they receive from Homes for Haringey to be in the top quartile for London (78%) by 2022</p> <p>c) Improve the quality of private rented housing and the experience of those living it, including by expanding landlord licensing and associated enforcement</p> <p>d) Ensure safety and improve conditions of housing in all tenures across the borough</p>

Outcome 1: We will work together to deliver the new homes Haringey needs, especially new affordable homes

Objective	How will we deliver the objective?
a) Deliver as many new, good quality homes of all kinds as we can, in good quality neighbourhoods, getting as close as possible to the Mayor's emerging target for Haringey of 1,958 new homes every year	<p>We will:</p> <ul style="list-style-type: none"> → Monitor the supply of new homes through the planning system → Work in close partnership with housing associations and developers to secure investment in the new homes Haringey needs → Negotiate Planning applications and enforce Planning Policy to ensure the right quality and mix of homes → Deliver a wide range of high quality homes through our Tottenham and Wood Green programmes → Deliver estate renewal where estate ballots show clear resident support for the proposals
b) Ensure that new developments provide affordable homes with the right mix of tenures to meet the wide range of needs across the Borough, prioritising new social rented homes	<p>We will:</p> <ul style="list-style-type: none"> → Prioritise social rented homes in particular → Provide more affordable intermediate homes like those at London Living Rent → Develop a revised Housing Strategy setting out our approach to delivering the right mix of affordable homes, including by reviewing what we mean by 'affordability'. → Negotiate Planning applications and enforce Planning Policy to ensure the right quality and mix of homes
c) Deliver 1,000 new Council homes at Council rents by 2022	<p>We will:</p> <ul style="list-style-type: none"> → Set up a Wholly owned company (WOC) to deliver Council homes, including by building homes itself → Acquire homes being built on Council land or in regeneration schemes with partners → Secure homes on privately owned land through the Planning system (under Section 106) → Use public and external funds where available to purchase street properties
d) Secure the delivery of supported housing that meets the needs of older, disabled and vulnerable people in the borough	<p>We will:</p> <ul style="list-style-type: none"> → Implement the recommendations of the 2017 Supported Housing Review → Improve the use of Planning agreements (Section 106) to bring in specialist and extra care housing in mixed developments → Develop a supported and specialist housing strategy and needs register

Outcome 2: We will work together to prevent people from becoming homeless, and to reduce existing homelessness

Objective	How will we deliver the objective?
<p>a) Reduce the number of households in temporary accommodation by a third to under 2000 by 2022</p>	<p>We will:</p> <ul style="list-style-type: none"> → Prevent homelessness wherever possible through proactive prevention work, intervening early to support people to keep their existing home, or to find a home that meets their needs and a tenancy that they can sustain → Invest in specific projects to prevent and reduce homelessness, funded through additional government grant (the Flexible Homelessness Support Grant), including: <ul style="list-style-type: none"> → helping people to secure and sustain tenancies in private rented accommodation → setting up a single homeless hub to provide holistic services and access to the housing pathway → Support access to legal services so that tenants are aware of, and can assert, their legal rights
<p>b) Where temporary accommodation can't be avoided, improve the experience of homeless families and minimise costs by reducing the Council's reliance on providers of nightly paid emergency accommodation</p>	<p>We will increase its own supply of homes for temporary accommodation by:</p> <ul style="list-style-type: none"> → Establishing a Community Benefit Society (CBS) → Exploring a Purchase Repair & Management model (PR&M) <p>Alongside this the Council will continue to pursue:</p> <ul style="list-style-type: none"> → The HfH Acquisition programme → HfH shared facility lodges which include housing and employment support to residents → Potentially joining schemes pursued by groups of Councils to secure additional supply of temporary accommodation through leases or acquisitions.
<p>c) Aim to end street homelessness by 2022</p>	<p>We will:</p> <ul style="list-style-type: none"> → Work with a wide range of partners in the public and voluntary sectors to prevent people becoming rough sleepers, and to offer targeted and flexible support to help people off the street. → Deliver the Council's Rough Sleeping Strategy, approved in March 2018, including rapid interventions to offer a route off the street and person-centred approaches
<p>d) Ensure access to high quality housing support that prevents or relieves homelessness for people with additional needs</p>	<p>We will:</p> <ul style="list-style-type: none"> → Collaborate across the public and voluntary sector to help people maintain their independence, with the right mix of support from the community and the appropriate services. → Co-ordinate work to ensure that supported housing across the borough genuinely meets the diverse needs of residents, including care leavers, vulnerable young people and adults with care and support needs. → Deliver high quality housing support through the Supported Housing and Housing Related Support Service, including piloting trailblazer initiatives funded from the Flexible Homelessness Support Grant. → Deliver the additional improvements detailed in the Homelessness Strategy, including refuges and a supported housing pathway → Work constructively with, and build the capacity of, voluntary sector partners

Outcome 3: We will work together to drive up the quality of housing for everyone

Objective	How will we deliver the objective?
a) Improve the quality of Haringey's Council housing, including by ensuring that a minimum of 95% of homes meet the Decent Homes Standard by 2022	<p>We will:</p> <ul style="list-style-type: none"> → - Prioritise Council investment and the delivery of Homes for Haringey's Decent Homes Planned Programme not only on meeting the Decent Homes Standard, but more widely on all the improvements needed to bring all Council homes and estates up to the standards that residents deserve. - Work with the Police and others to improve safety and reduce anti-social behaviour on our estates.
b) Improve residents' satisfaction with the service they receive from Homes for Haringey to be in the top quartile for London (78%) by 2022	<p>We will:</p> <ul style="list-style-type: none"> → Work with Homes for Haringey to understand the key concerns residents have with their housing and its management, and focus the work of Homes for Haringey on addressing this → Homes for Haringey will: Deliver its Improvement Programme, covering workforce, communications and promotion, processes, quality improvements, technology and data.
c) Improve the quality of private rented housing and the experience of those living in it, including by expanding landlord licensing and associated enforcement	<p>We will:</p> <ul style="list-style-type: none"> → Expand Additional Houses in Multiple Occupation (HMO) Licensing across the whole borough and look at protecting Family Housing Zones → Introduce 29 Selective licensing areas for non-HMO accommodation within specific small areas of the borough. → Expand the National Mandatory HMO Licensing to include a wider scope of Houses in Multiple Occupation following new legal definition. → Continue enforcement action to target non-compliant landlords across the borough → Develop a new Private Rented Sector Strategy further setting out specific aims and objectives in this area
d) Ensure safety and improve conditions in housing of all tenures across the borough	<p>We will:</p> <ul style="list-style-type: none"> → Establish a partner network with Housing Associations to agree common standards and reporting, ensuring a robust, consistent and transparent approach to safety and quality in Haringey's homes → Enforce Planning policy to ensure safety in new developments → Deliver an effective Building Control service to ensure Building Regulations are met in all building work undertaken on homes in the borough

PEOPLE

Our vision is a Haringey where strong families, strong networks and strong communities nurture all residents to live well and achieve their potential.

Everyone wants to grow up to be healthy and happy and to feel in control of our own futures. Throughout our lives, our families, networks and communities are important to helping achieve this – and we know that at times, and as we develop and age, we will face different challenges and may need different types of support.

We also recognise that some people – children, young people and adults – will face additional barriers to achieving their ambitions and that there are stark inequalities between the experiences of different residents. Helping early, before problems become entrenched, means us all working differently alongside our communities. We think there are some themes which we see running through everything we do:

→ **Fairness and inequalities** – we will reduce the gap in outcomes for different residents and tackle the barriers that disproportionately affect the independence,

health and wellbeing of some residents, using a social model to tackling disadvantage that looks at the systemic and other barriers that can prevent people from achieving their potential

→ **Prevention** – we will work alongside residents at all stages from the earliest years of a child's life through to old age to prevent needs arising wherever possible and to intervene earlier so that needs do not become too entrenched

→ **Safeguarding** – we will step in to safeguard children, young people and adults who are at risk of harm, neglect or exploitation

→ **Economic Wellbeing** – we will get as many people into work and financially independent as we can, whatever their backgrounds, removing the barriers to employment which some residents face

- **Community Involvement** – we will work alongside local communities in confronting challenges early and in building cohesive, supportive and connected communities which nurture, protect and support all residents
- **Partnership** – we will continue to develop our partnerships so that we can achieve what we have set out to do together, developing integrated services which improve residents' experiences and have the greatest impact

Our workforce is really important in driving the ambitious outcomes and change we are seeking. We need a highly skilled and responsive workforce, which is inclusive and

reflects the diversity of the borough at all levels – and works alongside residents to build their resilience and independence.

Listening to residents and the community to understand their needs and aspirations is the starting point for working out solutions to the challenges residents and families face. It is through this creativity and working together that we will all achieve our vision for people: a Haringey where strong families, strong networks and strong communities nurture all residents to achieve their potential.



Haringey where strong families, strong networks and strong communities nurture all residents to live well and achieve their potential

Outcomes	Objectives
4 Best start in life: the first few years of every child's life will give them the long-term foundations to thrive	<ul style="list-style-type: none"> a) All families will be supported to have a healthy start in life from a healthy pregnancy to healthy early years b) Every child will be able to attend high quality early years settings c) Families will be supported by a community based and multi-agency early help offer helping them to get the right information and help at the right time
5 Happy childhood: all children across the borough will be happy and healthy as they grow up, feeling safe and secure in their family, networks and communities	<ul style="list-style-type: none"> a) All our schools will be outstanding or good and an increasing proportion will be rated as outstanding. b) All children and young people, whatever their background, will achieve to the best of their abilities c) Children and young people will be physically and mentally healthy and well d) Children will grow up free from violence and fear of violence in the community wherever they live in the borough
6 Every young person, whatever their background, has a pathway to success for the future	<ul style="list-style-type: none"> a) All young people will be able to access routes to achievement and success b) Young people will feel prepared for adulthood
7 All residents will be able to live free from the fear of harm	<ul style="list-style-type: none"> a) Children, young people and adults experiencing or at risk of harm, neglect or exploitation will be protected and safeguarded
8 All adults are able to live healthy and fulfilling lives, with dignity, staying active and connected in their communities	<ul style="list-style-type: none"> a) Healthy life expectancy will increase across the borough, improving outcomes for all communities b) People will be supported to live independently at home for longer c) Adults will feel physically and mentally healthy and well d) Adults with multiple and complex needs will be supported to achieve improved outcomes through a coordinated partnership approach
9 Strong communities where people look out for and care for one another	<ul style="list-style-type: none"> a) Carers will be supported and valued, including young carers b) A strong and diverse voluntary and community sector, supporting local residents to thrive c) Caring and cohesive communities which can offer support d) Levels of violence against women and girls will be significantly reduced

Outcome 4: Best start in life: The first few years of every child's life will give them the long-term foundations to thrive

Objectives	Delivery
<p>a) All families will have a healthy start in life from a healthy pregnancy to healthy early years</p>	<p>We will:</p> <ul style="list-style-type: none"> → Support parents and carers to have healthy pregnancies and healthy babies through early and ongoing access to antenatal support → Ensure all families get effective support from health and community care services, connecting them to the wider support they may need, at the earliest opportunity <p>As partners in the borough, we will:</p> <ul style="list-style-type: none"> → Continue to develop integrated provision within our Children's Centres, reaching out to all parents and carers in their neighbourhood
<p>b) Every child is able to attend high quality early years settings</p>	<p>We will:</p> <ul style="list-style-type: none"> → Increase the proportion of early years settings which are outstanding, including those in our most deprived wards → Work with early years settings to build sector led quality improvement, delivering learning and development to ensure they have skilled and qualified staff in settings → Develop the childcare market and help to tackle barriers to employment for some residents
<p>c) Families will be supported by a community based and multi-agency early help offer helping them to get the right information and help at the right time</p>	<p>We will:</p> <ul style="list-style-type: none"> → Develop a community-based approach to helping early, enabling parents and carers to get the right information and help at the right time → Support parents and carers to build strong and care relationships with their children from the early years → Listen better to the voice of children, young people and families and work with them earlier to support the best outcomes → Work with parents and carers affected by drug or alcohol misuse, domestic abuse or poor emotional health and wellbeing making sure that their children are safe and cared for and build the capacity of our voluntary sector partners.

Outcome 5: Happy childhood: all children across the borough will be happy and healthy as they grow up, feeling safe and secure in their family and in our community

<p>a) All our schools will be outstanding or good and an increasing proportion will be rated as outstanding.</p>	<p>We will:</p> <ul style="list-style-type: none"> → Increase the number of Haringey schools that are rated as outstanding including those serving our most deprived wards – whilst ensuring that 100% remain outstanding or good. → Support all schools to develop a model of quality and excellence through the Haringey Education Partnership (HEP) → Work with schools to support children in education through positive, clear, achievable and goals which respond to individual stories and circumstances. → Increase the number of schools achieving the Healthy Schools Award
<p>b) All children and young people, whatever their circumstances, will achieve to the best of their abilities</p>	<p>We will:</p> <ul style="list-style-type: none"> → Pilot provision of free school meals to children aged 5-11 in 2019, evaluating its impact for the most deprived children and how we would expand it → Improve the attainment of children from black, Asian and minority ethnic (BAME) backgrounds, looked after children or those from deprived households and close the attainment gap relative to the wider population. → Support children with special educational needs and disabilities, aiming for inclusion in mainstream schools and setting wherever possible → Support schools and partners to deliver initiatives to ensure that period poverty doesn't have an impact on access to education → Drastically reduce the number of exclusions, intervening where young people are at risk and ensuring alternatives so that all young people can continue to be effectively educated and supported to return to mainstream schooling where appropriate. → Listen effectively to all children and young people, ensuring they influence the decisions being made about their future education and welfare. → Ensure there are structured ways for young people to engage in dialogue with statutory services at a strategic and operational level

<p>c) Children and young people will be physically and mentally healthy and well</p>	<ul style="list-style-type: none"> → Work with partner agencies to continue to build up a strong network and information base of positive and healthy activities for all children and young people across the borough → Build robust pathways for all children, young people and families to access the support available to improve their physical and mental health and wellbeing and reduce neglect → Support children and young people to build healthy relationships, including through schools. → Further develop our multi-agency approach to mental health services for children and young people at all levels of need ensuring pathways to support are clear and accessible → Develop therapeutic support for families affected by domestic violence and all forms of Violence Against Women and Girls → Work with businesses, our local partner agencies and with our diverse communities to focus on improving health eating and increasing physical activity, in order to reduce the rates of obesity in our primary school children
<p>d) Children will grow up free from violence and fear of violence in the community wherever they live in the borough</p>	<p>We will:</p> <ul style="list-style-type: none"> → Work together to develop a Young People at Risk Strategy to deliver targeted support to address the vulnerabilities of young people who are most at risk, and their peers. → Work with young people and those around them to ensure that their voices are heard and that they can access help when they experience problems feeling confident to do so. → Deliver appropriate intensive support to young people already engaged in or on the periphery of gangs and violence. → Develop approaches to mediate and resolve conflicts in the community. → Work with the community and statutory partners to reintegrate ex-gang members and offenders and give them the opportunities to take a more positive path. → Invest in community engagement.
<p>e) Families will be supported by a community based and multi-agency early help offer helping them to get the right information and help at the right time</p>	<p>We will:</p> <ul style="list-style-type: none"> → Collaborate with schools, parents and carers and a range of stakeholders to identify early those most at risk of missing education and build the skills to intervene successfully → Collaborate with parents and carers to support children at risk of harm as early as possible → Offer tailored support to parents and carers of children with additional needs who may require additional help → Work with parents and carers to try to remove the barriers which some children face in achieving their full potential, stepping in to safeguard and protect children and young people

Outcome 6: Every young person, whatever their background, has a pathway to success for the future

<p>a) All young people will be able to access routes to achievement and success.</p>	<p>We will:</p> <ul style="list-style-type: none"> → Open up opportunities for all young people to achieve, aiming high for all → Build routes for young people to stay on in full time education, employment or training, including apprenticeships and business start up → Have high quality education, employment and training post-16 which meets the needs of all our children and in particular supports those with special educational needs and disability (SEND), those from a black, Asian and minority ethnic (BAME) background, young people who are looked after, and those living with deprivation, to develop skills and experience → Nurture young people's ambition and facilitate access to the most prestigious academic institutions
<p>b) Young people will feel prepared for adulthood</p>	<p>We will:</p> <ul style="list-style-type: none"> → Support all young people to make successful transitions into adulthood in particular those who are looked after, with special education needs, disabled or vulnerable → Ensure all young people can access information to get help and understand how to protect themselves from sexually transmitted infections, unintended pregnancies, substance misuse → Build robust supported housing pathways for young people, including support to sustain a tenancy

Outcome 7: All residents will be able to live free from the fear of harm

<p>a) Children, young people and adults experiencing or at risk of harm, neglect or exploitation will be protected and safeguarded</p>	<p>We will:</p> <ul style="list-style-type: none"> → Make sure there is information so that all residents experiencing or at risk of harm can access help and support → We will work partners to intervene early to protect children, young people or vulnerable adults at risk of harm → Ensure good outcomes for all children and young people we look after → Make safeguarding personal, working to identify the outcomes residents want with regard to their own wellbeing
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Outcome 8: All adults are able to live healthy and fulfilling lives, with dignity, staying active and connected in their communities

<p>a) Healthy life expectancy will increase across the borough, improving outcomes for all communities</p>	<p>We will:</p> <ul style="list-style-type: none"> → Make Haringey a healthier place to live, work and participate, working with our partners to improve wellbeing in all areas of borough life. → Work with communities to co-design our emerging approach to helping early – Communities First – ensuring people have the tools to manage better from the start → Seek to close the gap in health and wellbeing outcomes for all residents, including communities living in our most deprived wards and where the gap is greatest.
<p>b) People are supported to live independently and well at home for longer</p>	<p>We will:</p> <ul style="list-style-type: none"> → Provide disabled and older residents with the right information and advice, at the right time, to ensure that they get the right level of support to participate in all aspects of community life → Work with partners to tackle the barriers to sustainable employment for disabled people → Support disabled and older people to regain their independence following a sudden crisis or time in hospital → Strengthen and diversify housing-related support, to enable people to build independent living skills, be a good neighbour, relieve social isolation and recover from major life changes. → Work seamlessly across health and care to develop integrated and place-based care to support residents in their neighbourhoods, with a focus on prevention
<p>c) Adults will feel physically and mentally healthy and well</p>	<p>We will:</p> <ul style="list-style-type: none"> → Collaborate across agencies to promote parity of esteem between physical and mental health → Reduce the stigma and discrimination associated with mental ill health, especially in the workplace → Strengthen support for people to manage their mental health, at the earliest opportunity → Provide the right help at the right time, building community-based provision
<p>d) Men and women with multiple and complex needs will be supported to achieve improved outcomes through a coordinated partnership approach</p>	<p>We will:</p> <ul style="list-style-type: none"> → Work together to remove barriers to accessing support, joining up service delivery, and empowering people to make a positive change in their lives delivering to a Community First model → Work with partners to ensure that people with complex histories of homelessness, trauma and abuse achieve improved wellbeing outcomes → Create and sustain a single homeless hub, to offer joined up support to vulnerable people who are homeless and/or at risk of homelessness

Outcome 9: Strong communities where people look out for and care for one another

<p>a) Carers are supported and valued, including young carers</p>	<p>We will:</p> <ul style="list-style-type: none"> → Celebrate Haringey as a borough that cares, increasing rates of identification and listening to the voice of carers → Promote the local offer for carers in Haringey, enhancing peer to peer support → Reach out to young carers, responding consistently to their needs and those of the person they care for, providing additional support for their educational development so that they can thrive in all areas of their lives.
<p>b) A strong and diverse voluntary and community sector, supporting local residents to thrive</p>	<p>We will:</p> <ul style="list-style-type: none"> → Enhance our support for capacity building in the voluntary and community sector (VCS) → Work together with the VCS to attract inward investment into the borough for the VCS and to support a more sustainable funding approach → Work proactively with the VCS to ensure the voices of communities and residents inform all levels of planning
<p>c) Caring and cohesive communities which can offer support</p>	<p>We will:</p> <ul style="list-style-type: none"> → Continue to support faith leaders and religious communities to address and respond to key neighbourhood issues collectively → Develop multi-agency approaches to tackle and reduce Hate Crime based on a zero tolerance approach: crime targeted at people because of their race, religion, disability, sexual orientation or gender identity. → Help migrants to settle more quickly and successfully into life in the borough, including through the Connected Communities programme.
<p>d) Levels of violence against women and girls will be significantly reduced</p>	<ul style="list-style-type: none"> → Develop a coordinated community response to all forms of violence against women, working in partnership across sectors to develop a zero tolerance approach → Focus on prevention and early intervention to reduce the incidence of violence in Haringey → Ensure the best outcomes for survivors through holistic and trauma-informed support, recognising the important work of women's refugees and other specialist women's services. → Hold perpetrators to account and increase the percentage of successful criminal justice outcomes





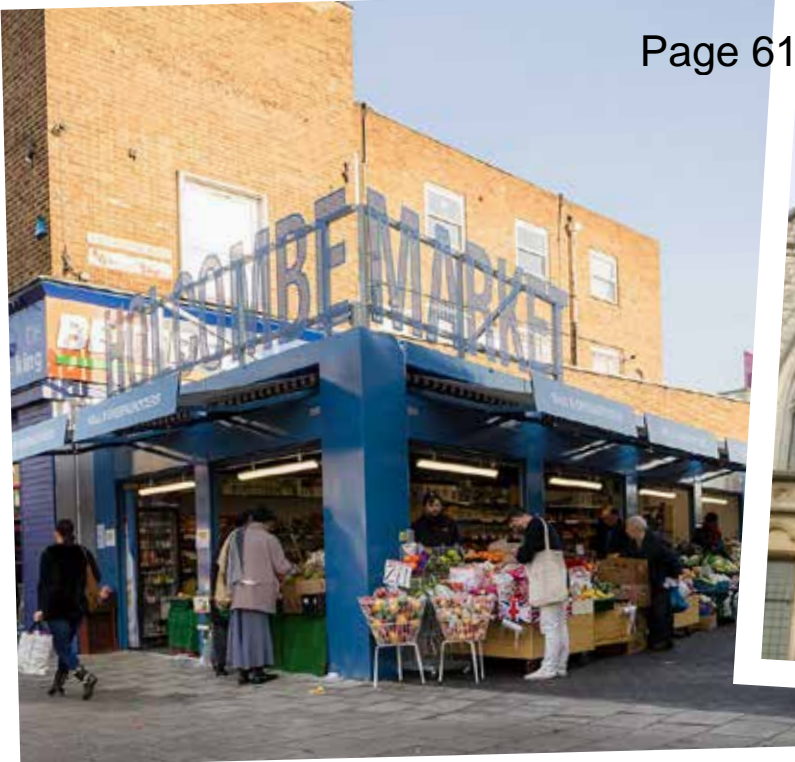
PLACE

A place with strong, resilient & connected communities where people can lead active and healthy lives in an environment that is safe, clean and green.

Residents have told us that their local environment is very important to them and it is the reason that many people live here. We want Haringey to be a place of green open spaces that everyone can access; a place where the already excellent transport links get even better; where people are active and live longer, healthier lives and a place where people feel safe and secure in their own homes and neighbourhoods.

As the borough continues to grow, becomes better connected and continues to be a destination for many Londoners, we will need to ensure Haringey remains a safe and pleasant environment for all. We want to work with

partners and the local community to achieve this and in defining and shaping how the borough looks and feels, both now and in the future. We want to ensure that growth in the borough is something that everyone can benefit from and produces sustainable, attractive, accessible high-quality buildings, homes, streets, parks and other open public spaces.



Outcomes	Objectives
10 A Healthier, Active and Greener Place	a) Protect and improve parks, open space, and green space, promoting community use
	b) Increase the levels of physical activity across the borough
	c) Improve air quality, especially around schools
	d) Reduce CO ₂ by 40% before 2020 and begin the journey to reduce to zero by 2050

11 A Cleaner, Accessible and Attractive Place	a) Provide safer and accessible public spaces for everyone, especially children, young people, and people with disabilities
	b) Improve cleanliness and reduce the levels of fly tipping
	c) Provide an attractive and well-maintained public realm
	d) Minimise the amount of waste generated by our residents and businesses and increase levels of recycling

12 A Proud, Resilient, Connected and Confident Place	a) Improve civic pride in Haringey by empowering our communities, partners and businesses to lead positive change
	b) Provide accessible, quality spaces for people to come together, especially for young people and children
	c) Foster a strong and diverse cultural offer
	d) Improve connectivity, both digital and physical

13 A Safer Borough	a) Improve community confidence and reduce the fear of crime using our relationships with partners and communities as well as our physical assets including the built environment and closed circuit television (CCTV) stock
	b) Reduce the number of victims and perpetrators of crime and reduce the serious harm experienced by victims
	c) Ensure that the criminal justice system proceeds swiftly and proportionately, with victims supported and perpetrators brought to justice
	d) Reduce the number of young people and children entering the criminal justice system

Objective 10: A Healthier, Active and Greener Place

Objective	How will we deliver the objective?
a) Protect and improve parks, open space, and green space, promoting community use	<p>We will:</p> <ul style="list-style-type: none"> → Continue with partners to invest in our parks with over £15 million of improvements planned over the next five years, including new playgrounds and sports facilities. → Working together with Friends of Parks and other partners maintain and ensure that more of our parks meet the high-quality nationally-recognised standard (Green Flags), ensuring they are clean, safe, and welcoming. → Develop a new Parks & Open Spaces strategy and consult with partners and local communities how we will work together to protect, enhance and, where possible, extend green and open space in Haringey. → Promote the use of our parks for a wide range of events and activities, including more community use. → Plant more trees to make our streets and open spaces greener.
b) Increase the levels of physical activity across the borough	<p>We will:</p> <ul style="list-style-type: none"> → Communicate with residents to promote physical activity and awareness of facilities, activities, discounts and subsidies. → Create healthier places, including parks and open spaces, in line with the Mayor of London's Healthy Streets plan, to support people to be active by cycling, walking, playing, and participating in sport. → Bring about a shift from car use to walking and cycling by promoting the concept of "active travel". → Support schools to create an active environment by promoting active travel, sport, and physical activity in schools. → Provide accessible, inclusive, and attractive sports and leisure facilities that meet residents' needs in line with best practice elsewhere. → Create active workplaces by implementing good practice among our workforce and by working with large employers in Haringey.



c) Improve air quality, especially around schools

We will:

- Take measures to reduce the impact of road vehicles on air pollution including through parking controls, parking charges and improving the environmental emissions of the Council and partners' vehicle fleets.
- Implement measures through planning controls and sustainable design to reduce the impacts of emissions from developments and buildings on the local community.
- Encourage residents to make choices that minimise air pollution such as such as travelling by walking, cycling and using public transport.
- Support all schools to reduce the impact of air pollution on pupils.

d) Reduce CO2 by 40% before 2020 and begin the journey to reduce to zero by 2050

We will:

- Promote Ultra Low Emission Vehicles, such as electric cars, and where required work with partner tp install electric charging points.
- Require all new development to achieve the Zero Carbon Standard.
- Improve the carbon footprints of the Council's corporate buildings and work with other partners to encourage energy efficiency projects.
- Lead on the delivery of an energy network where more sustainable energy is generated for use within the borough.
- Develop a plan for Haringey to become Zero Carbon by 2050 and start on its delivery.
- Explore setting up an alternative local or regional energy savings company(s) that would serve our community by helping to tackle fuel poverty.



Objective 11: A Cleaner, Accessible and Attractive Place

<p>a) Provide safer and accessible public spaces for everyone, especially children, young people, and people with disabilities</p>	<p>We will:</p> <ul style="list-style-type: none"> → Invest with partners £20m in maintaining the highways network over the next five years, making it safer and more accessible for cyclists and pedestrians, and those with disabilities. → Invest £5m in our street lighting over the same period, continuing the expansion of LED lighting, reducing road accidents, discouraging crime and reducing fear of crime. → Invest £3m in highways improvement schemes improving walking and cycling facilities across the borough, including improvements to major signal junctions. → Invest in a new CCTV control room and CCTV camera expansion and replacement programme across the borough. → Implement Controlled Parking Zones (CPZs) where residents want these. → Enforce safety and hygiene standards with local businesses to keep people safe and well. → Invest over £3m to reduce flooding and risk of flooding through measures that will also enhance the public realm. → Work with partners, including urban designers, police, and local communities to design out crime and improve safety. → Maintain our streets to a high standard, by responding more effectively to repair issues like potholes thereby making our roads and pavements safer for all users.
<p>b) Improve cleanliness and reduce the levels of fly tipping</p>	<p>We will:</p> <ul style="list-style-type: none"> → Make sure all our streets are clean and carry out enforcement activity to discourage littering and fly tipping. → Take an assertive and pro-active approach to reduce fly-tipping, working with our communities and other partners. → Review the effectiveness of our bulky waste collection for residents, landlords, and businesses. → Make sure our parks are clean. → Work with local businesses to make our high streets cleaner. → Work with landlords to prevent fly tipping from private-rented homes.
<p>c) Minimise the amount of waste generated by our residents and businesses and increase levels of recycling</p>	<p>We will:</p> <ul style="list-style-type: none"> → Provide convenient waste and recycling services that enable residents to recycle a wide range of materials and dispose of their waste responsibly. → Review how and what waste we collect to encourage behaviours that promote recycling and minimise waste that has to be sent to landfill or incinerated. → Provide guidance to residents and businesses on how to minimise waste and what can be recycled. → Require new development to have integrated, well-designed recycling facilities. → Work to make our waste collections as efficient as possible to reduce costs.

Objective 12: Proud, Resilient, Connected and Confident Place

<p>a) Improve civic pride in Haringey by empowering our communities, partners and businesses to lead positive change</p>	<p>We will:</p> <ul style="list-style-type: none"> → Make it easy for residents, partners and businesses to contribute to Council decision-making by giving people information and ways in that make sense to them. → Use surveys, consultations, and innovative methods of engagement to identify what matters to residents and partners and use this data. → Empower communities by supporting community-led projects. → Recognise, empower, and work collaboratively with people to foster good relations across and between communities.
<p>b) Provide accessible, quality spaces for people to come together, especially for young people and children</p>	<p>We will:</p> <ul style="list-style-type: none"> → Continue to enable and encourage residents to hold community events in parks and open spaces, in their streets, and in other public spaces. → Manage our libraries and youth spaces to provide all members of the community with access to safe, high-quality communal space. → Promote development that provides spaces and opportunities for people to come together, including attractive and inclusive children's play spaces as well as community and cultural premises.
<p>c) Foster strong and diverse cultural activities</p>	<p>We will:</p> <ul style="list-style-type: none"> → Support a range of events in the borough, from sport at White Hart Lane and music festivals in our parks, through to activities in our libraries and community-led arts and culture in venues across the borough. → Safeguard and strengthen the borough's cultural heritage by effectively managing, investing in, and encouraging access to our heritage assets, museums, and libraries. → Protect and promote creative and cultural activity and infrastructure that enables people to gain skills and employment in creative industries and increases investment into the borough. → Support cultural organisations to attract more people to their offer so that there are more opportunities for everyone to connect to the arts and culture in the borough. → Celebrate what is distinctive about Haringey so that our residents are inspired to take part in the great culture on their doorstep and attract visitors from across London and beyond to join us.
<p>d) Improve connectivity, both digital and physical</p>	<p>We will:</p> <ul style="list-style-type: none"> → Upgrade and improve high-speed broadband infrastructure and connectivity in the borough's business locations, regeneration areas and public buildings and spaces by securing external funding. → Coordinate and manage all street works, liaising with utility companies, neighbouring boroughs and Transport for London, to minimise disruption and congestion on the road network. → Deliver major infrastructure projects to improve transport links in the borough, including improvements at Tottenham Hale and Seven Sisters → Make it easier to cycle around and through the borough by working with Transport for London on new cycle routes. → Improve walking, cycling and bus networks, as well as public transport interchanges, enabling people to move easily around the borough and through the borough.

Objective 13: A Safer Borough

<p>a) Improve community confidence and reduce the fear of crime</p>	<p>We will:</p> <ul style="list-style-type: none"> → Use the Community Safety Partnership to actively work with partners in statutory, community, voluntary and business sectors to promote community resilience and confidence. → Refresh with partners our Enforcement Strategy and increase confidence through our shared enforcement powers, involving communities and telling people how they can make a difference. → Support and challenge the Metropolitan Police and other partners to establish stronger relationships with our local communities, especially young people in how we work together in reducing crime and improve confidence. → Work with the Metropolitan Police, and other partners to ensure the criminal justice system works swiftly to secure convictions against perpetrators of crime. → Ensure the victims of crime are fully supported. → We will continue to work with neighbouring boroughs and other partners to secure funding from National Government and the Mayor's Office for Policing and Crime (MOPAC) to address confidence building measures across borough boundaries. → With all our Community Safety Partners we will refresh our Community Safety Strategy that will have people's core concerns at the heart of it.
<p>b) Reduce the number of victims and perpetrators of crime and reduce the serious harm experienced by victims</p>	<p>We will:</p> <ul style="list-style-type: none"> → Use the full range of tools available to prevent offending and re-offending. → Tackle knife and gun carrying among young people in partnership through a range of activities including raising awareness of the risks. → Reduce the harm caused by gangs and serious violence in partnership by addressing vulnerability and by empowering gang members to exit gangs. → Tackle extremism and hate crime making sure no community feels threatened. → Stop reoffending by providing support that is proven to work - financial advice, housing advice and employment opportunities. → We will with partners review the effectiveness of our current Integrated Offender Management (IOM) model.
<p>c) Reduce the number of young people and children entering the criminal justice system</p>	<p>We will:</p> <ul style="list-style-type: none"> → Engage with young people and parents to better understand and address issues and concerns and work with them to design and deliver services that will make a difference. → Provide youth services that help young people feel safe and confident, build healthy relationships, and raise their aspirations for their futures. → Actively secure external funds to support initiatives that help young people to flourish through mentoring, skills and employment, healthy lifestyles and educational attainment. → Ensure all young victims of knife crime have opportunities to access victim support and mental health services.





ECONOMY

A growing economy which provides opportunities for all our residents and supports our businesses to thrive

Our diverse and dynamic business community is a priority and we are committed to investing in and improving our services to business, whether small, medium or large. We will make sure that investment and development has the interests of our communities at its heart and is undertaken for the benefit of our local residents and businesses.

Community wealth building will be at the centre of our approach. We will focus on building wealth within the community and will pursue this agenda across all of our activities. We want to build the strength, depth and wealth of our local economy and will create safe and attractive environments for both businesses and our residents to thrive.

We will take steps to encourage the public sector to work together to spend in a unified way, to use our spending power to support the local economy, and build up local capacity. This includes the implementation of a new procurement strategy which would place greater emphasis on procuring goods and services locally. Every public pound spent must provide maximum public benefit. Alongside this we

will work with local businesses to ensure that they have the capacity to succeed and grow, benefiting from the investment coming into London and Haringey and ensuring that this investment supports our local economy.

Every Haringey resident needs an income which supports them and their family. We believe that everyone deserves the opportunity to realise their potential and to build a future through rewarding work. That's why our goal for Haringey residents is the chance to get a stable job, on decent pay.

We are committed to creating more quality job opportunities in the Borough and will work with our businesses to enhance apprenticeship and training opportunities for local people. We recognise the potential across the Borough and particularly in the Upper Lea Valley, Tottenham and Wood Green areas to provide more homes and jobs for our people, and will work with our neighbouring Boroughs to explore this. We expect those job opportunities to be at all levels. We continue to believe that increasing the quantity and range of services delivered directly

by the Council, enhances the availability of quality jobs with good pay and conditions and this will have a positive impact on local prosperity and well-being.

We recognise and support the wider contributions businesses make to our communities. Successful businesses not only offer more and better jobs for our residents, they also bring life to our town centres and high streets, and provide a vital range of services on which many thousands of residents depend. Haringey's wide range of independent businesses give our communities their unique character and attract in visitors from all over London.

London is one of the greatest and most dynamic cities in the world. That brings fantastic opportunities for many people and businesses, but brings high levels of competition for jobs and homes, and for some people the opportunities can feel impossibly out of reach. Residents can experience a range of barriers that make it harder to get into work from lack of childcare, to poor health or lack of skills. We are committed to supporting people to overcome these barriers.

We will ensure that there is access to the appropriate skills and training for personal development – so that our residents can secure quality jobs with opportunities for progression, whether in the Borough or further afield. Our ambitions for our young people are high and we recognise how important it is that they succeed – and can act as role models for others in the Borough. We will seek to ensure that young people who want to, are encouraged to go on to further education and supported into higher level jobs. We will work with our private sector partners to ensure that local people are given opportunities to gain employment at all levels of their organisations.

We will also support our residents who want to become entrepreneurs, recognising that starting your own business is a great option for some. Working with local business groups we will seek to identify what additional SME support is required and attract external investment in business support programmes including economic development initiatives and workspace projects to support local business development and strengthen the social value and local benefits of economic growth.



A growing economy which provides opportunities for all our residents and supports our businesses to thrive

Outcomes	Objectives
14 A growing economy and thriving local businesses, supported by a community wealth-building approach	a) Maximise the benefits of Council, other public sector funding and private investment for the local area b) Make it easier to do business in Haringey c) Increase the numbers of entrepreneurs who develop new start-ups in the Borough and who choose Haringey as a place to grow their businesses. d) Provide affordable business space across the borough e) Support our town centres and high streets to thrive in a changeable economy
15 A borough where all residents have access to training and skills development opportunities and more people are supported into work	a) Enable all residents to access opportunities to develop their skills, so that they can compete effectively for high quality jobs in the local and London Labour market b) Increase the number of Haringey residents, especially from disadvantaged background and/or with additional needs, securing quality employment c) Support higher numbers of local residents, in particular those from disadvantaged backgrounds, to secure quality apprenticeships
16 A borough with more quality jobs with opportunities for progression	a) Ensure investment in the borough increases the number of quality jobs for local people b) We will become a London Living Wage Borough (LLW) and use our own purchasing power to promote quality jobs c) Help grow those sectors of the economy which offer the best opportunities for our residents d) Use direct delivery to promote quality local employment and community prosperity.
17 Investment with local people at its heart, focused on Tottenham and Wood Green	a) Investment for the benefit of our communities within Tottenham and Wood Green b) Keep people at the heart of our Tottenham and Wood Green programmes and build cohesive and resilient communities c) Use Council land and assets to promote improved outcomes for residents d) Bring the physical and social infrastructure that growing communities need

Outcome 14: A growing economy and thriving local businesses, supported by a community wealth-building approach

Objective	How will we deliver the objective?
<p>a) Maximise the benefits of Council, other public sector funding and private investment for the local area</p>	<p>We will:</p> <ul style="list-style-type: none"> → Develop a community wealth-building strategy, with the Council as facilitator, learning from other Local Authorities. → Work with our public sector partners and anchor institutions to promote a 'one public sector' approach to spending public funds. → Implement a new procurement strategy, which places greater emphasis on local benefit, to increase the proportion of contracts awarded to local businesses and voluntary sector providers, and maximise jobs for local people. → Work with existing businesses, entrepreneurs and trades unions to strengthen local capacity to benefit from both public and private investment. → Explore the potential to develop a Community bank
<p>b) Make it easier to do business in Haringey</p>	<p>We will:</p> <ul style="list-style-type: none"> → Commit to the actions set out in our Business Pledge, developed with local business representatives → Deliver a high quality of services to our businesses, providing a clean, green and safe operating environment. → Improve processes to make it easier to be compliant with licensing, regulatory services and planning. → Celebrate the successes of our businesses and promote them to others, including through our website. → Improve our communications with businesses, including through the Wood Green Business Improvement District, Traders' Forums and the Haringey Business Alliance; encourage businesses to contribute their views when Council policies are out for consultation. and give businesses a greater say in the development of Council policy. → Use our influence to lobby for a fair business rates policy, with relief to those who need it most. → Work with businesses and trade unions to promote quality employment, promoting the payment of LLW as a minimum and encouraging greater trade union rights and representation

<p>c) Increase the numbers of entrepreneurs who develop new start-ups in the Borough and who choose Haringey as a place to grow their businesses</p>	<p>We will:</p> <ul style="list-style-type: none"> → Continue to seek external funding to provide investment and loan support to our local businesses → Provide effective advice and support to those starting new businesses, through our coordinated network of enterprise centres and our libraries working with the British Library. → Seek to secure external funding that supports the development of our key sectors and economic areas, including in the Creative Enterprise Zone and Productive Valley in the Upper Lea.
<p>d) Secure the delivery of a range of workspaces to meet the needs of a modern economy</p>	<p>We will:</p> <ul style="list-style-type: none"> → Ensure the delivery of the right mix of employment spaces through the planning process. → Pilot employment intensification approaches in key employment areas where space is at a premium, such as in the Upper Lea Valley. → Use meanwhile spaces for flexible workspaces. → Pilot innovative approaches to address the affordability of workspaces in key economic sectors. → Seek to maximise employment intensity in Haringey's industrial estates, leading by example through the use of Council land
<p>e) Support our town centres and high streets to thrive in a changing economy</p>	<p>We will:</p> <ul style="list-style-type: none"> → Support investment in Tottenham High Road → Support the Wood Green Business Improvement District and other local business and retailer partnerships → Secure investment in our high streets to help them thrive, including public realm, events, meanwhile uses, arts and culture



Outcome 15: A Borough where all residents have access to training and skills development opportunities and more people are supported into work

Objective	How will we deliver the objective?
<p>a) Enable all residents to access opportunities to develop their skills, so that they can compete effectively for high quality jobs in the local and London Labour market</p>	<p>We will:</p> <ul style="list-style-type: none"> → Deliver an employment-focused adult learning programme (through our existing Adult Learning Service and network of providers) → Improve the skills levels of local residents to access regeneration created jobs (through the Haringey Employment and Recruitment Partnership) → Improve skills levels to support more people secure and progress in work (through the commissioning of the Haringey Higher Levels Skills projects) → Work with a range of educational and employment support providers to develop a skills programme that responds to the needs of our key economic sectors. → Provide English language courses (ESOL) to new migrants and those for whom poor English is a barrier to employment, including through the Connected Communities programme. → Work through local and sub-regional partnerships to influence the delivery of the devolution agenda and maximise impact for Haringey residents.
<p>b) Increase the number of Haringey residents, especially from disadvantaged backgrounds and/or with additional needs, securing quality employment</p>	<ul style="list-style-type: none"> → Work with Haringey Employment Support Team (HEST) and Homes for Haringey (HfH) to support more local people into at least 26 weeks sustained employment → Support the integration of the Work and Health Programme (Central London Works) to support more Haringey residents, particularly those with health and/or disability or addition needs (e.g. offending background, substance misuse) secure meaningful employment → Commission, as and when appropriate, employment related services for our residents, including work with employers on an Individual Placement Scheme for people with severe and enduring mental illness, and apply the same approach to people embarking on treatment for substance misuse.

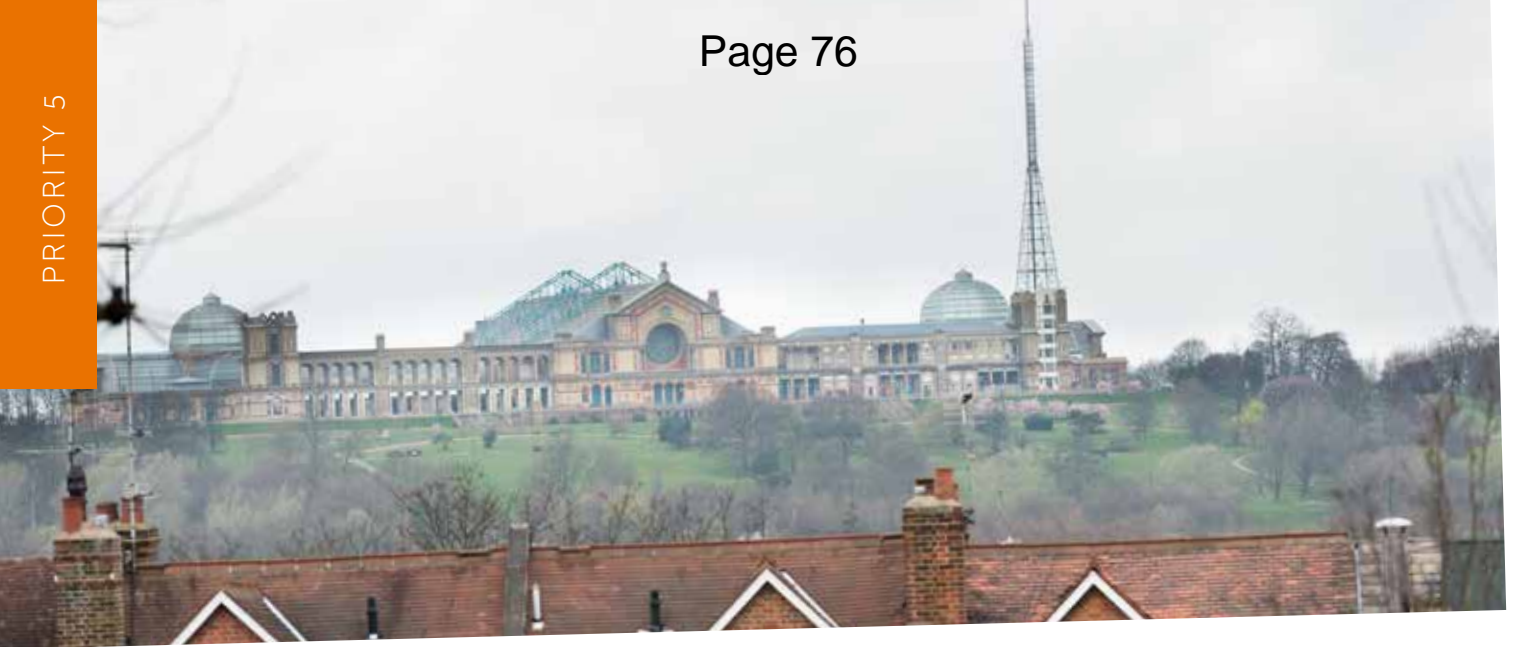
<p>c) Support higher number of local residents, in particular those from disadvantaged backgrounds, to secure quality apprenticeships</p>	<p>We will:</p> <ul style="list-style-type: none"> → Develop a Borough-wide Apprenticeship Action Plan → Develop in house apprenticeship / paid internship / work experience offer by 2020 → Build in need to provide apprenticeship opportunities in our regeneration and development activities including s106 agreements with developers → Build in requirement to provide apprenticeship opportunities to local residents in our procurement and/or commissioning activities as appropriate to the activity → Work with schools to ensure apprenticeships is promoted as a viable option for all students → Work with local and other employers to create and improve access to quality apprenticeships for local people.
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Outcome 16: A borough with more quality jobs with opportunities for progression

Objective	How will we deliver the objective?
<p>a) Ensure investment in the borough increases the number of quality jobs for local people</p>	<p>We will:</p> <ul style="list-style-type: none"> → Incorporate and monitor social value/local employment clauses through the Council's supply chain → Leverage agreements with investors and partners to maximise benefits for local people, including by securing the delivery of S106 skills and training opportunities
<p>b) We will become a LLW Borough and use our own purchasing power to promote quality jobs</p>	<p>We will:</p> <ul style="list-style-type: none"> → work with the Living Wage Foundation to become accredited providers → Where reasonably possible, insist on London Living Wage as a minimum on all Council procured contracts. → Where reasonably possible, press for trade union rights and representation on all Council procured contracts.
<p>c) Help grow those sectors of the economy which offer the best opportunities for our residents</p>	<p>We will:</p> <ul style="list-style-type: none"> → Work to develop initiatives that help our key sectors to grow, specifically science, technology, engineering and mathematics (STEM), creative industries, fashion, food, maker economy and social enterprises. → Support growth in key opportunity sectors and areas, notably in the Productive Valley (Upper Lea Valley) and in Wood Green. → Seek to secure new investment into the borough

Outcome 17: Improvement with local people at its heart, focused on Tottenham and Wood Green

Objective	How will we deliver the objective?
<p>a) Deliver new homes and jobs for the benefit of our communities within Tottenham and Wood Green.</p>	<p>We will:</p> <ul style="list-style-type: none"> → Agree a new Area Action Plan for Wood Green, which maximises benefits for local residents and businesses → Deliver new homes and jobs on High Road West, securing substantial community benefits through the process → Continue to invest in Tottenham Hale, including new jobs, shops and community facilities → Deliver new investment and improvements in Tottenham and Wood Green, as set out in their Strategic Regeneration Frameworks, including to public spaces and community facilities.
<p>b) Keep people at the heart of our Tottenham and Wood Green programmes and build cohesive and resilient communities</p>	<p>We will:</p> <ul style="list-style-type: none"> → Engage with local communities to identify aspirations and priorities for their local areas → Continue to secure the support of businesses working or investing in the area. This will build on the commitments already made through the Tottenham Charter and extend this approach to Wood Green. → Deliver community investment programmes within Tottenham and Wood Green that support local residents; with a focus on reducing inequalities and tackling poverty. → Seek to bring in external funding and use Section 106 and Community Infrastructure Levy budgets achieve maximum impact.
<p>c) Use Council land and assets to promote improved outcomes for residents</p>	<p>We will:</p> <ul style="list-style-type: none"> → Keep Council land in Council ownership → Pilot new approaches to community hubs and spaces to deliver new community infrastructure and housing on Council-owned sites.
<p>d) Bring the physical and social infrastructure that growing communities need</p>	<p>We will:</p> <ul style="list-style-type: none"> → Lobby regional and national government to secure the strategic investment required to help Haringey grow, including Crossrail 2, Lea Valley Rail and the Piccadilly Line upgrade → Work with partners and community stakeholders to ensure the right social and community infrastructure is in place to support local needs. → Secure investment from development to support the delivery of local physical and social infrastructure.



YOUR COUNCIL

The way the Council works

Councillors have a legal duty to set a budget, which means we can only spend the money we have. If we don't set a budget, someone else will set it for us. In 2018/19 we will have a Net Budget spend of £250m on services and support for Haringey residents (our revenue budget). We will spend another £137m investing in infrastructure such as school maintenance, roads and pavements and building homes (our capital budget).

Over the next four years we will need to save more from the services and support budget. As the Government reduces still further the amount of money it gives us, we have to absorb extra costs due to inflation, and we continue to face service pressures, with increases in demand for our services, particularly adults and children's social care and homelessness support. We will have to rely almost entirely on Council tax, business rates and other fees and charges for our income in future. Increasing the numbers of homes and businesses in the borough is a key objective and is essential to increasing our income. We will therefore invest in infrastructure that supports growth, and ensure that our

capital budgets are spent in such a way that this helps our services (revenue) budget as much as possible.

All of this means we need to make difficult choices about the best ways to spend the money we have. We will adopt a number of principles to guide us in making these decisions, ensuring that we focus our resources so they have the greatest impact where there is the greatest need.

We will invest in early help and prevention where we can afford to do so and where this can clearly help save resources overall. We will seek to reduce demand for costly acute services by helping people to maintain their independence, including through investment in delivering services in the community where this is cost effective.

We will make sure our services are as efficient and modern as possible, including through using technology. We will ensure that where we directly provide or commission services for people, those services meet the individual's

requirements, but we will no longer be able to offer as much choice in those services unless they can be provided at the same cost, or individuals wish to pay extra.

We will seek to be as entrepreneurial as possible. Where we can we will reduce our budget gap by raising money through providing services to other organisations, charging for a wider range of services, sharing services with others to reduce costs, and getting the best possible deal for the money we spend with suppliers, including through joining with others. Where possible, however, we will reduce charges to those least able to pay and ask those who can afford to do so to pay more.

We are ambitious for the borough and our residents. To deliver our goals we must be equally ambitious

for the way the Council works. The way we engage with our residents, businesses and partners, the quality of our workforce and the way we serve our customers are fundamental to enabling us to achieve the overall aims of the Borough Plan.

To deliver our demanding agenda in a challenging environment, with limited resources, we must become an exemplary modern Council. We must ensure that the work we do is efficient, astute and based on evidence; that it is focused on and responsive to our customers, residents and businesses; and that we employ, inspire and cultivate an engaged and committed workforce. Fundamentally, we must be tenacious in our pursuit of organisational excellence in order to create the outcomes we want for Haringey.



The way the council works

Outcomes	Objectives
18 A Council that engages effectively with its residents and businesses	a) Residents and businesses feel engaged with and show high levels of trust in the Council
	b) We demonstrate clear understanding of the needs, aspirations, opportunities and strengths of Haringey's communities - and use this to inform our decisions
	c) We make available to our residents and businesses the information and connections they need to make their own decisions and to thrive individually and collectively
19 Residents get the right information and advice first time and find it easy to interact digitally	a) Self service will be customer's first choice, because we will make it easy to use
	b) Those customers that need a more personalised service will receive it
	c) A customer of any Council service will receive a consistently good, fair, timely and professional experience
20 We will be an able, positive workforce with the skills needed to deliver for Haringey	a) Staff will understand how their work contributes to outcomes for residents and that their work matters
	b) We will be a diverse workforce at all levels of the organisation, where there are opportunities for staff to grow and develop their careers, and where difference is valued because it contributes to better outcomes and residents
	c) We will be a healthy and resilient workforce, where we respect and reward high performance and productivity, and staff who promote our values
	d) We will ensure that Haringey Council is an inclusive workplace
21 We will be a Council that uses its resources in a sustainable way to prioritise the needs of the most vulnerable residents	a) We will deliver value for money by acting creatively and innovatively to design and deliver services that are good value for residents and taxpayers
	b) We will actively seek opportunities to be a more commercial and entrepreneurial Council
	c) We will maintain strong controls over delivery of our critical projects through our Medium Term Financial Strategy
	d) We will use our resources and policies to redistribute the financial burden on our residents

Outcome 18: A Council that engages effectively with its residents and businesses

Objective	How will we deliver the objective?
<p>a) Residents and businesses feel engaged with and show high levels of trust in the Council</p>	<p>We will:</p> <ul style="list-style-type: none"> → Deploy a range of innovative engagement activities appropriate to the issue. → Develop a Business Pledge and VCS Pledge that underpin the principles of the two-way relationship and our commitments to support the business community and Haringey's voluntary and community sector. → Use the Residents' Survey findings to identify specific areas where there is most concern and use this to inform future decisions. → Use the Fairness Commission to engage a wide range of residents, stakeholders, partners and experts, through evidence sessions, to understand how the Council and its partners can tackle issues of inequality and fairness
<p>b) We demonstrate clear understanding of the needs, aspirations, opportunities and strengths of Haringey's communities - and use this to inform our decisions</p>	<p>We will:</p> <ul style="list-style-type: none"> → Work to reform our data collection, storage and analysis so that it is robust in informing our decision-making. → Actively use the Residents' Survey findings to inform the development of policies and projects. → Pilot different approaches to open up our data for public use.
<p>c) We make available to our residents and businesses the information and connections they need to make their own decisions and to thrive individually and collectively</p>	<p>We will:</p> <ul style="list-style-type: none"> → Ensure that services are developed with the people who use them and with our partners who contribute to their delivery, making widespread use of user-centred design approaches, such as 'Communities First'.



Outcome 19: Residents get the right information and advice first time and find it easy to interact digitally

Objective	How will we deliver the objective?
<p>a) Self-service will be customers' default choice because, wherever possible, we want to make a customer's experience quick and straightforward</p>	<p>We will:</p> <ul style="list-style-type: none"> → Build on MyAccount to create a significantly enhanced digital service offer and standardised, simplified processes and harness social media channels to be more responsive to modern customer service and communication demands. → Implement a data programme that enables us to reduce avoidable contact for customers and adapt quickly to customer need. → Automate services wherever appropriate to enable customers that wish to complete tasks as easily and quickly as possible in a single contact. → Provide clear information to our residents on the services we and our partner organisations provide, how and where to access them
<p>b) Those customers that require a more personalised service will receive it</p>	<p>We will:</p> <ul style="list-style-type: none"> → Improve our support for harder-to-reach communities, ensuring that, where possible, we take a Communities First approach to those customers who have struggled to navigate our services. → Continue to invest in our libraries and customer service centres to deliver effective services to customers.
<p>c) A customer of any Council service will receive a consistently good, fair, timely and professional experience</p>	<p>We will:</p> <ul style="list-style-type: none"> → Reinforce clear, consistent customer experience standards across the organisation that enable us to provide a high standard service, regardless of the enquiry. → Develop a set of Key Performance Indicators and these will be monitored and reviewed at Cabinet level.

Outcome 20: We will be an able, positive workforce with the skills needed to deliver for Haringey

Objective	How will we deliver the objective?
<p>a) Staff will understand how their work contributes to outcomes for residents and that their work matters</p>	<p>We will:</p> <ul style="list-style-type: none"> → Implement the 'Focusing on What Matters' priority of the Workforce Plan to ensure that: <ul style="list-style-type: none"> • services, teams and individuals have clear objectives. • MyConversation gives everyone clarity of purpose. • Haringey Essentials support high performing people and teams.
<p>b) We will be a diverse workforce at all levels of the organisation, where there are opportunities for staff to grow and develop their careers, and where difference is valued because it contributes to better outcomes and residents</p>	<p>We will:</p> <ul style="list-style-type: none"> → Implement the 'Valuing Differences' priority of the Workforce Plan to ensure that: <ul style="list-style-type: none"> • People are recruited for attitude; trained for skill. • Discrimination and unconscious bias are proactively addressed. • Opportunities for collaboration and new ways of working are opened up. → Drive the 'Enabling People to Grow' priority of the Workforce Plan to ensure that: <ul style="list-style-type: none"> • Learning and development is built into every day work. • Staff are clear about the career paths available to them in Haringey. • Staff at all levels can exercise autonomy and voice in what they do. • Channels for search and selection to our senior tiers of management are expanded to ensure that potential candidates come from a diverse range of social and ethnic backgrounds and bring broad range of experiences to the organisation → Foster an inclusive work environment, through the development and facilitation of Employee Networks, representing the interests of underrepresented groups. → Refresh our recruitment and retention strategy to address diversity issues, including investing in our approaches to apprenticeships and internships

c) We will be a healthy and resilient workforce, where we respect and reward high performance and productivity, and staff who promote values

We will:

- Implement the 'Building in Agility' priority of the Workforce Plan to ensure that:
 - People are deployed where they can add most value.
 - Unhelpful processes that get in the way of impact are removed.
 - Flexible working, with clear expectations, becomes the norm.
- Work to ensure that people working on behalf of the Council are earning the London Living Wage.
- Pay all Council-contracted homecare staff their travel time and the London Living Wage, while eradicating zero hour contracts by 2022.
- Maximise our London Healthy Workplace Charter 'Excellence' status to continue to support our staff with stress, mental health and wider support needs
- Foster skills and attitudes at all levels of management that empower the wider organisation to perform highly.

d) We will ensure that Haringey Council is an inclusive workplace

We will:

- Continue to support the LGBT+, BAME and disabled staff networks
- Improve the collection and monitoring of staff equality data, using it to inform our equality action plan
- Ensure that all Council policies are inclusive of LGBT+, BAME and disabled staff
- Continue to improve the visibility, awareness and inclusion for Haringey's LGBT+ staff and community
- Work constructively with our Trades Unions.



Outcome 21: We will be a Council that uses its resources in a sustainable way to prioritise the needs of the most vulnerable residents

Objective	How will we deliver the objective?
a) We will provide value for money by acting creatively and innovatively to design and deliver services that are good value for residents and taxpayers	<p>We will:</p> <p>Ensure we utilise appropriate techniques to design and deliver Council services and operations</p> <p>Work towards bringing Council services in house where it is prudent to do so.</p>
b) We will actively seek opportunities to be a more commercial and entrepreneurial Council	<p>We will:</p> <p>Ensure that all staff involved in commercial activity have appropriate training and development opportunities</p> <p>Take a more strategic and assertive approach to income generation, developing an income generation and commercial strategy that enables the Council to raise more money through selling services or goods to residents, businesses or other public sector bodies.</p>
c) We will maintain strong controls over delivery of our critical projects through our Medium Term Financial Strategy	<p>We will:</p> <p>Maintain a strong approach to monitoring our projects and contracts so as to ensure that they deliver the intended social and financial value for residents and taxpayers.</p>
d) We will use our resources to redistribute the financial burden on our residents	<p>We will:</p> <p>Review current Council tax arrangements, including reforming the Council Tax Reduction Scheme and redistributing fees and charges to make them fairer</p> <p>Identify and respond appropriately to residents who are in particular financial troubles, including through the development of an ethical debt charter</p>





RESIDENTS ENGAGEMENT PLEDGE

The purpose of the residents' deal is to strengthen the relationship between the Council and residents. We can only achieve the outcomes and objectives set out in the Borough Plan if we all work together for the benefit of everyone in Haringey.

OUR PART

We will get the basics right - with a strong focus on ensuring good customer service.

For those receiving personal services from the Council, we will ensure that all decisions about your care is taken with you directly involved.

We will talk to you at the start of the process when looking at changing existing services, policies or programme and developing new ones - so you are able to inform the ones that matter most to you.

We will be inclusive - working hard to ensure all of our communities get their voices heard. In

particular, we will be proactive in trying to reach people who are not heard as often.

We will listen, and we will value what you say. We will take on board what you have said and will change our approach where possible.

We will be open and honest - we will be clear about what you can and cannot influence and the reason why you cannot influence certain decisions. Wherever possible we will feedback what we have heard; let you know how your feedback has influence the decision making; and, where it has not been possible to incorporate your feedback, we will explain why.

We will be open to challenge – welcoming views that challenge our approach and support us to think differently.

We will continually seek to improve our understanding of our diverse communities and our residents' experiences of life.

We will give communities a greater say in how money is spent in their areas and, where appropriate, will devolve funding to these communities.

We will ballot residents on estate renewal proposals.

The points outlined above will run through everything we do.

To further this we will also take the following actions:

Run the Residents' Survey every two years – To understand your key priorities, how the borough is changing over time, see where we are doing well and where we need to improve.

Explore the opportunity to establish a Residents Panel – The panel would be made up of a representative sample of residents, who want the opportunity to have their say about Council services and life in the borough. Panel members would be invited to take part in consultation activities, provide their feedback to help improve services, take part in quick polls, be informed of public meetings and drop-in sessions or be a part of focus groups in their area of interest. Panel members decide how involved they want to be.

RESIDENTS' PART

Whenever there is an opportunity, tell us your views directly.

Volunteer for the Citizen's panel.

Be challenging but respectful to Council employees.

Identify where you can help tackle key complex problems, utilising your expertise to work with the Council to solve these challenges.





VCS PLEDGE

Haringey has a thriving Voluntary and Community Sector (VCS), representing hundreds of organisations – of different sizes and remits – across the borough. The role of the VCS is integral to the wellbeing of residents in Haringey as it brings together people from all backgrounds around common causes and interests.

One of Haringey's greatest strengths is its diversity. This is illustrative of the range of voluntary and community groups that exist in the borough, each contributing to the richness of our communities. Voluntary and community groups encompass a diverse variety of interests, people and purposes, and therefore the VCS Pledge seeks to recognise that it is not a one-size-fits-all

sector. All voluntary and community group voices should be heard when the Council works directly with the sector and makes decisions which affect them.

We already work closely on a number of projects and initiatives. We recognise that without local voluntary and community groups, Haringey would be a poorer and duller place. Therefore, the Voluntary and Community Sector (VCS) Pledge provides an opportunity to build on the strong working relationships between the Council and local voluntary and community groups, supporting delivery of shared priorities that will benefit Haringey's communities and the local VCS in the long-term.

	Council Commitments	VCS Commitments
Listening	<p>We will talk and listen to you – particularly when looking at changes to existing services, policies or programmes and developing new ones, which impact on you or the people you work with.</p> <p>These conversations will be open and honest and we will welcome views that challenge our approach and support us to think differently to improve outcomes for residents.</p> <p>Wherever possible we will incorporate your feedback, but where this is not possible we will explain why.</p>	<p>Provide constructive challenge which is based on the VCS's knowledge of the people they work with, in particular drawing in the voices of those who are less often heard.</p> <p>This should recognise the funding challenges that the Council is facing.</p>
Resources	<p>We will work together to attract additional resources into the Borough. This may include: providing data on need; and endorsing bids which fit with the strategic priorities, in particular working closely on large scale bids requiring a whole system approach.</p> <p>We will work with the VCS to maximise our joint resource by working together, reducing overlaps and all working together for the same outcomes.</p> <p>We will continue to fund the VCS Strategic Partner.</p>	<p>VCS Strategic Partner to continue to work with the Council to attract additional resources into the Borough.</p> <p>Where there is a shared common goal, work with each other and the Council to achieve maximum efficiency and effectiveness.</p>
Independence & Diversity	<p>We will recognise the vital role that the VCS play in supporting residents to achieve the outcomes outlined in the Borough Plan. This includes, but is not limited to, economic development; empowering marginalised groups to get their voices heard; supporting these groups into employment; providing early help and services to residents; and supporting volunteering.</p> <p>We will support the independence of the sector.</p> <p>We will recognise the diversity within the sector and will be inclusive - working hard to ensure the wide variety of groups and organisations within the diverse VCS get their voices heard.</p>	<p>Ensure groups and organisations are inclusive, reaching out to new and diverse memberships and supporting their membership to build up their skills and confidence.</p> <p>Provide early help to residents, which takes a strength based approach.</p> <p>Demonstrate good practice in governance, including developing sustainable business models and attracting new and diverse Trustees.</p> <p>To empower communities to have their voice heard, especially the most marginalised.</p>
Other Support	<p>We will support capacity building within the VCS. This may include use of the Council's staff skills and assets owned by the Council. For example, utilising the skills within the Council to support workforce development and enable VCS service providers to meet service quality standards.</p>	<p>Support and facilitate the volunteering opportunities for our residents and employees where the VCS is able to do so.</p>
	<p>We will use public sector purchasing power to support local VCS and keep wealth within the community, recognising where the VCS may be best placed to provide support to residents.</p>	<p>Provide early help to residents which takes a strength based approach.</p>
	<p>We will work with the sector to develop a framework to give greater recognition to social impact in our models of procurement, economic development and regeneration.</p>	<p>Continue to improve ability to demonstrate social, environmental and economic value of projects.</p>



BUSINESS PLEDGE

OUR PLEDGE

Building our diverse and dynamic business community is an important goal for Haringey Council and we are committed to investing in and improving our services to business, whether small, medium or large. Community wealth building will be at the centre of our approach ensuring every public pound spent produces maximum local benefit. This includes the implementation of a new procurement strategy which would place greater emphasis on procuring goods and services locally. We will also ensure that private investment and public sector spending offer maximum benefits to Haringey's businesses and our local economy.

Haringey's business pledge is to strengthen the working relationship between the Council and local businesses, supporting the delivery of shared priorities that will benefit Haringey's communities and businesses in the long-run:

Creating a safe and attractive environment for local businesses and their customers – recognising the unique character of our diverse high streets and business districts

Supporting a local economy where businesses

thrive and create quality employment and skills

Using the Council's purchasing and contracting capacity to open up more opportunities to local firms and their employees

The Pledge is part of Haringey Borough Plan vision for promoting local economic growth.

WHAT THE COUNCIL WILL DO FOR BUSINESS

Develop a customer service offer for businesses (comparable to that offered to residents)

- Strengthen coordination across all Council services that engage directly with local businesses, such as on parking, highways, fly-tipping, safety and security and the public realm and other issues that affect business operations
- Gather more consistent and timely data and intelligence on issues raised by business and how the Council handles them
- Ensure that operational activities and

policies affecting local businesses are communicated to business with a revamped web site and use of social media

- Establishing a calendar of business-led and focused events, with the new Haringey Business Awards, to raise the profile of local and locally-based businesses and supporting business initiatives such as Small Business Saturday.

Use public sector purchasing power to support local businesses and keep wealth within our community

- All bills owed to local businesses are paid in full and in a timely fashion
- Open up and advertise more Council services and contracts to local SME businesses maximising jobs and opportunities for local people

Develop a stronger voice for local businesses in policy-making

- Ensuring that business in Haringey have the opportunity to regularly engage with the Council and voice issues important to them or discuss issues of mutual interest
- Engaging local business leaders and networks more consistently on funding bids, policies and decisions and to lobby with local businesses for national and London policies and investment that will benefit the borough

Improve the delivery of public services to make the borough cleaner, greener and safer

- Work with local business networks and delivery partners to identify safety issues impacting on business in local neighbourhoods, town centres and high streets
- Continued commitment to supporting local businesses to make environmental improvements, such as reducing air pollution and carbon emissions

Boost support for entrepreneurs and SME businesses in the borough

- Economic development initiatives and workspace projects to support local business development and strengthen the social value and local benefits of economic growth
- Working with local business groups to identify additional SME support required and work together to attract external investment in business support programmes
- Recognise and celebrate the successes and contributions of local businesses to the borough

HOW BUSINESSES CAN CONTRIBUTE TO HARINGEY

- Work with the Council, schools and skills providers to offer jobs and training, work experience and apprenticeships to local residents
- Provide high quality jobs which pay at least the London Living Wage
- Provide workplaces where employees are respected and feel safe
- Work with the Council to maintain compliance with legislation and regulation, seeking advice where necessary and developing best practice
- Work with the Council and other public services to broker solutions to operational problems that reflect the challenges of operating in a densely populated urban area
- Take an active part in Council policy-making, consultations and events
- Support Haringey's communities and investing in the wider social and economic life of the borough such as through volunteering
- Ensure that workers are encouraged and able to exercise trade unions rights at work, and that Trades Unions are recognised, are able to organise and have access to the workplace
- Sponsor Council promoted social and community campaigns (e.g. health campaigns and supporting dementia-friendly and family-friendly shops and social spaces)
- Engaging with Council promoted festivals and other initiatives aimed at strengthening social cohesion, community safety and investment.



Consultation approach

This draft Borough Plan sets out our proposed priorities for Haringey. These priorities have been developed following significant engagement with residents and partners, including: a large Residents' Survey of 1900 local people; two Borough Partners events, each bringing together over 100 local community organisations, businesses and public sector partners; a staff conference reaching 1600 staff; and a wide range of smaller workshops and discussions. The priorities set out are underpinned by evidence, a summary of which is published in the 'State of the Borough' evidence pack. This evidence, and the Residents' Survey results are available on Haringey Council's website. www.haringey.gov.uk.

The Borough Plan sets out a proposed set of outcomes and objectives - and an illustration of the actions that the Council will undertake to achieve them. It also talks about some of the ways we want the Council to work in order to support these objectives through having good customer services, staff with the right skills and a focus on value for money.

But, of course, the Council is not able to achieve these outcomes and objectives on its own. On almost every issue – from making our streets cleaner, to reducing loneliness, to tackling air pollution, or violent crime - we need to work in partnership with our communities and partner organisations to achieve change. The actions undertaken by the Council are only part of the picture. We can make resources go further when we all pull in the same direction, and by reducing duplication. We can provide better support, through a more joined up offer. We need to do better at making sure the local system is easy to navigate and working as a whole.

Engaging with partners

Our aspiration is for the Borough Plan to be a joint Plan for the Council and all of its partners. We will work with our partners on the development of this Plan to move us forward towards a set of genuinely shared priorities and a joined up approach to achieving them.

Partner Statements are included from five of the Council's key strategic partner organisations: the Metropolitan Police; the Clinical Commissioning Group; the London Fire Brigade; the College of Haringey, Enfield and North London, and the Bridge Renewal Trust.

During the consultation process, we will be engaging with a much wider range of partners, with a focus on how we can work together better on some of the most pressing issues facing our Borough.

Engaging with communities

We welcome feedback on the overall Borough Plan:

- Are these the right outcomes and objectives?
- Is the approach to achieving them right?
- And how can we work together better to create a more joined-up approach?

The Borough Plan is a long document covering a broad range of topics and may not be easy to respond to as a whole. Therefore, we will take two approaches.

Firstly, all residents are invited to make comments on any aspect of the plan that they are interested in via an online or printed questionnaire (see consultation plan for further details).

Secondly, face-to-face engagement will be focused on key topics. For example:

- The Fairness Commission – The Commission will be engaging on a large number of our priorities, through the lens of fairness, during the Borough Plan consultation period. This information will inform the Commission itself and the Borough Plan more broadly.
- Young People at Risk – We will be running an event to discuss with young people, parents and community members how we can work with and support young people at risk.
- Place-based health and care services.

We will use these engagement exercises to test our principles and approach to resident engagement.

Please see www.haringey.gov.uk for details of how to get involved.

The consultation

The draft Borough Plan will be published for further consultation on 16 October 2018 for eight weeks. We are asking our residents, partners, businesses, voluntary sector and staff to help shape the final Borough Plan, to be published in February 2019.

The consultation will focus on:

- Further refining the priorities, outcomes and objectives.
- Developing how we, as a borough, will work together to deliver the objectives.
- Testing equality principles, developing a final list of equality objectives and seeking input into the overall equality impact of the plan.
- Testing and refining the three pledges – businesses, Voluntary and Community Sector (VCS) and resident engagement.

The consultation questions will cover the following broad themes:

- The priorities: Are these the right set of outcomes and objectives; is there anything missing; do they reflect the current issues in Haringey?
- Delivery: Does this reflect the contributions of partners to delivering improved outcomes? If not, how can it better reflect them?
- Ambition: How do we ensure that we have the right level of ambition across the four priorities? How should we measure success?
- What are the overarching principles which should guide the way we work? Can we define a common approach which will guide the way in which the Council and its partners seek to achieve improved outcomes?
- Ways of working with businesses and the VCS: How can the Council and partners work together better with business and the VCS? What does this mean in practice?

Consultation Plan

<p>Consultation Materials</p>	<p>A consultation pack will briefly outline the draft Borough Plan and the purpose of the consultation, inviting participation via our consultation pages.</p> <ul style="list-style-type: none"> • Copies of the draft Borough Plan to be placed in local libraries as reference copies • Translated documents in top three languages • Prominence on web pages
<p>Questionnaire</p>	<ul style="list-style-type: none"> • Accompanying questionnaire – print and online • Equal Opportunities Monitoring and Translation Page will be attached
<p>Engagement Activity: With residents</p>	<p>Engagement via Haringey People Extra; and through drop-in sessions in major libraries.</p> <p>Specific engagement with equality groups and staff equality networks to test the equality principles, develop a final list of equality objectives and seeking input into the overall equality impact of the plan.</p> <p>Issue based engagement on Borough Plan priorities, including through the Fairness Commission.</p>

<p>Engagement Activity: With Partners</p>	<p>Structured workshops will take place with partners around the Borough Plan priorities:</p> <ul style="list-style-type: none"> ○ Housing ○ People ○ Place ○ Economy <p>The Council will also conduct ongoing engagement including targeted outreach; drop-in sessions; and ad hoc workshops in more informal settings.</p> <p>The Borough Plan includes statements about ways of working with key stakeholder groups (residents; businesses; VCS). Engagement with the VCS and businesses will help to develop the pledges, and will also gather inputs into the wider Borough Plan.</p> <ul style="list-style-type: none"> ○ VCS – including through Bridge Renewal Trust’s thematic forums, bringing together the borough’s key VCS organisations; ○ Business – engagement with a wide range of businesses across the Borough. <p>Use of relevant officers:</p> <ul style="list-style-type: none"> ● Corporate Board Members will be asked to oversee the plans for engaging with key partners in their Priority areas. An engagement plan will be drawn up for each Priority to make sure that partners are engaged across the range of issues. <p>Adjoining the Council’s consultation questions, officers will focus engagement with partners on the following areas:</p> <ul style="list-style-type: none"> ● The contribution of partners to plan over the four year period; ● The opportunities to build stronger partnerships; <p>The Council will build on the partner statements already received from a number of key strategic partners. The statements act as ‘statements of support’ and help the Council show how all key partners in the borough will contribute to the Borough Plan. The Council will use the consultation period to expand these statements where appropriate.</p>
<p>Engagement with Trade Unions</p>	<p>The Council will engage formally with relevant Trade Union representatives to better understand the needs of staff. It is expected that the staff workshops, specifically on the Enabling priority, will complement the TU discussions.</p>
<p>Press and Publicity</p>	<p>Publicise the consultation and promote participation (where possible) through:</p> <ul style="list-style-type: none"> ● Press release – various papers ● Haringey People (October edition) ● Haringey People Extra ● Tottenham News (print and online) ● Haringay Online ● Stroudgreen.org ● Seventhsister.co.uk ● Discovering Tottenham

	<ul style="list-style-type: none"> • Partnership newsletter • Voluntary Sector (newsletter) • Homepage feature on our external site • Section alerts across related webpages
Social media campaign	<ul style="list-style-type: none"> • Social media platforms – Twitter and Facebook • Tweet events • Tweet consultation webpages
Internal Comms	<ul style="list-style-type: none"> • In Haringey (internal staff – those who are residents) • Dedicated web page for staff to input thoughts/ideas • Drop-in sessions for ‘State of the Borough’ boards, providing an opportunity for staff to better understand and embed evidence in decisions and practice. • Workshops with staff groups focused on the enabling priority.
Dedicated webpage	<p>All related Draft borough plan documents, including:</p> <ul style="list-style-type: none"> • Draft Borough Plan – broken up into pages per theme • Consultation outline • Online questionnaire • Feature on homepage linking to the above • Advertising drop-in sessions; key sites to pick up copies of the plan (e.g. all libraries)
Email invitations	<p>Send consultation directly to key stakeholders:</p> <ul style="list-style-type: none"> • Councillors • Traders / Business alliances • Resident groups • VCOs to put into their newsletter • Partners • Follow-up email to all partners invited to Borough Partners event. Email will thank those that attended and send a link to the website to engage with the Plan

Key objectives

- Use feedback from consultation and engagement sessions to inform and improve the final Borough Plan
- To set the context for the draft Borough Plan 2019 – 2023 and why we are consulting
- To engage with key stakeholders and partners – aiming to reach people across the borough and from different parts of the community.

Audiences

Consultation and publicity material produced by the communications department will be targeted at the public and press. The campaign will be relevant to everyone who lives in the borough, but the audience can be broken down into specific groups:

- Residents
- Businesses
- Voluntary and community sector
- Public sector partners
- Haringey staff

Cost

Based on previous full consultations we have done in the past - estimated cost of entire consultation process should be between £5,000. This includes design, print, distribution and engagement costs.

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Report for: 9 October 2018

Item number:

Title: Discretionary Home Loss payments to secure tenants of Tangmere

Report authorised by: Helen Fisher
Director of Housing, Regeneration and Planning

Lead Officer: Alan Benson, Head of Housing Strategy and Commissioning

Ward(s) affected: All

Report for Key/ Non Key Decision: Key

1. Describe the issue under consideration

- 1.1. This report proposes that secure tenants of Tangmere receive Discretionary Home Loss Payments equal to the statutory Home Loss when they have to leave their home following the Cabinet decision to vacate Tangmere taken on 26 June 2018.
- 1.2. These payments will be payable to secure tenants when they have vacated their home and will also be made to secure tenants who have already moved as a result of the decision of 26 June 2018. The amount of statutory Home Loss payments is set by the Government and will increase from £6,100 currently to £6,300 on and after 1 October 2018.
- 1.3. The payments will be paid on account and in discharge of the Council's liability either (i) to make statutory Home Loss payments should the Council decide to demolish the block, or (ii) should the Council agree to strengthen Tangmere to make payments under this policy.

2. Cabinet Member Introduction

- 2.1. On 26 June 2018 the Cabinet made the difficult decision to rehouse Tangmere residents before the end of October. However, that Cabinet did not make any decision on the future of Tangmere as it wanted to seek the opinions of Tangmere residents before making this decision in autumn.
- 2.2. Moving home can be stressful and particularly where someone is losing their home permanently. For this reason, the law sets out that secure tenants are eligible for Statutory Home Loss payments where their home is to be demolished. However, the law does not recognise the similar disruption cause when a property is being repaired/strengthened and where the households may be away from their original home for up to a year.
- 2.3. The urgency of the Tangmere moves, and the potential length of time tenants will be away from their home make Tangmere an exceptional case. This report

proposes to recognise this by offering Discretionary Home Loss payments to all Tangmere's secure tenants regardless of the eventual decision around Tangmere's future. I therefore recommend approval of this report.

3. Recommendations

It is recommended that the Cabinet:

- 3.1. Notes the cost of payments as set out in 6.8
- 3.2. Notes the payment conditions set out in 6.10.
- 3.3. Approves the payment of Discretionary Home Loss Payments to secure tenants of Tangmere who have moved since 26 June 2018.
- 3.4. Approve as required by Section 1 – Financial Regulations paragraph 5.23 (b) within the Housing Revenue Account virement of £554K from the Depreciation Dwellings budget to a new budget Discretionary Home Loss Payments.

4. Reasons for decision

- 4.1. Recommendation 3.3 is made because;
 - a) Should a decision be made to demolish Tangmere, secure tenants will be eligible for a statutory Home Loss payment.
 - b) Should a decision be made to strengthen the block, there would be no statutory requirement to make any payments to Tangmere secure tenants. However, there is still considerable inconvenience for secure tenants who are having to move at short notice, and would be unable to return to their home for at least a year even if the block is strengthened.
 - c) Extending the Home Loss payments beyond the statutory requirement will also help achieve the operational requirement to vacate the block before the end of October 2018, as the discretionary payments will be made once residents have moved out of Tangmere.

5. Alternative options considered

Home Loss payments restricted to where there is a statutory duty to pay these.

- 5.1. This option was rejected as should a decision be made to strengthen the block, this would not offer any compensation payments to tenants who would be required to be away from their home for at least a year.
- 5.2. Further, it would not help to meet the urgent requirement to vacate the block before the gas supply is shut off at the end of October 2018.

6. Background information

The requirement to move residents of Tangmere

- 6.1. On 26 June 2018 the Cabinet approved the rehousing of residents from Tangmere, following receipt of structural reports and the decision taken by Haringey's gas suppliers to switch off the gas supply to Tangmere in October 2018. The Cabinet also approved the adoption of the Tangmere Rehousing Priority Scheme (the Priority Scheme) and consultation on;
 - (i) The future of Tangmere (and Northolt);
 - (ii) The draft Broadwater Farm Rehousing and Payments Policy (the Payment Policy); and
 - (iii) The Broadwater Local Lettings Plan.
- 6.2. The Priority Scheme provided for payment of any moving costs residents incurred and offered residential leaseholders the equivalent to statutory Home Loss payments. These payments equalled an additional 10% above the value of a residential leaseholder's home and were offered regardless of whether the block was to be demolished or refurbished.
- 6.3. In contrast, the Priority Scheme did not offer any Home Loss equivalent payments to secure tenants. The Payment policy proposed that secure tenants would only receive Home Loss payments if and when a decision was made to demolish a tenant's home but excluded these payments if a decision was made to strengthen the tenant's block.
- 6.4. In usual circumstances, tenants would only be required to move following consultation on any proposals to demolish and any compensation package, and then a decision to demolish their home. However, the urgency to move these residents represents exceptional circumstances in which this consultation can only take place after many residents have already moved or received offers.
- 6.5. Officers consider that this scheme will not set a precedent for future occasions where possession is required to carry out repairs because of the exceptional nature of the Tangmere situation. In Tangmere, the entire block was found to have significant structural issues in April this year, and the October deadline set by the statutory gas provider means that the block needs to be vacated in a matter of months. Furthermore, the Council has stated that its preferred option is to demolish and rebuild the block, and is consulting residents on this proposal before a decision later this year. Even if a decision is taken to strengthen and refurbish the block, it will be at least a year before residents can return to their homes in Tangmere if they wish to.
- 6.6. Where individual tenants are required to move out for repairs to be carried out, they are in general permanently rehoused if the works are likely to take more than 3 months.
- 6.7. All of these factors make Tangmere an exceptional case and justify a decision to go beyond the Council's statutory duties as regards Home Loss payments in this case.
Home Loss Payments
- 6.8. The Land Compensation Act 1973 sets out a statutory duty to pay Home Loss payments to secure tenants, leaseholders and freeholders where their home is

being demolished. The value of Home Loss is set by the Government and will increase from £6,100 currently to £6,300 on and after 1 October 2018.

- 6.9. Without a decision on the future of Tangmere, there is no statutory requirement to make these payments. However, Tangmere residents have been required to move urgently and will have to be away from their homes for at least a year if a decision is made to strengthen the block - or permanently if a decision is made to demolish.
- 6.10. These payments will be made on a discretionary basis but will represent the Statutory Home Loss payment should a decision be made to demolish the block.
- 6.11. Payments of discretionary Home Loss payments will be made in line with the Home Loss Payments Procedure set out in 5.1 (a), (c) & (d) of the Haringey Estate Renewal Rehousing and Payments Policy which states;
 - a) Payments will be made directly to the tenant or resident leaseholder.
 - c) Payments will normally be made only after the return of keys to the property the tenant is vacating and, for leaseholders and freeholders, the sale completion. However, an earlier advance payment of at least part of the total payment may be considered in exceptional cases of financial hardship.
 - d) All arrears will normally be offset against any Home Loss payment. This includes rent arrears for tenants, and service charge or major works arrears for leaseholders. Deductions may also be made for any Council Tax arrears.

7. Contribution to strategic outcomes

- 7.1. Payment of the Home Loss payments will assist in the delivery of Strategy Objective 3 of the Housing Strategy 2017-2022 to drive up the quality of housing by supporting those affected by urgent rehousing of Tangmere tenants.

Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

8. Finance and Procurement

- 8.1. This report requests Cabinet approves the payment of Discretionary Home Loss Payments to secure tenants of Tangmere who have moved since 26 June 2018.
- 8.2. From the 1st October the Discretionary Home Loss Payments set by the Government is £6,300.
- 8.3. There are 88 secure tenants who would be eligible for the Home Loss payment. This will cost the HRA a one-off revenue payment of £554,400.
- 8.4. Currently, the Depreciation - Dwellings budget is forecasting an underspend of £4,518k.

8.5. As there is no budget allocated for the Home Loss payment funds will have to be vired from the Depreciation budget within the Housing Revenue Account. Cabinet are requested to agree this virement as per recommendation 3.4

9. Legal

9.1. The Assistant Director Corporate Governance has been consulted in the preparation of this report and makes the following comments.

9.2. The Council has power to make payments as set out in this report, subject to its prudential duty in relation to finance, and its general duty to take account of the interests of all residents when exercising its powers.

9.3. Legal comments otherwise appear in the body of the report.

10. Equality

10.1. The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

10.2. The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

10.3. The decision is to make Discretionary Home Loss Payments to secure tenants of Tangmere block on Broadwater Farm. It follows that the impact of this decision is limited to these secure tenants.

10.4. The Cabinet decision in June 2018 to rehouse residents of Tangmere block was subject to an Equality Impact Assessment (EqIA), which can be viewed at this [link](#). The EqIA states that residents over the age of 65 and those from BAME communities are overrepresented among residents of Tangmere, relative to the population of Haringey as a whole. These groups will therefore be overrepresented among those impacted by this decision.

10.5. This decision will help to mitigate the adverse impacts of the rehousing of secure tenants. These are identified in the EqIA and include stress, which may be exacerbated by concerns related to personal finance. The decision will therefore help to ensure that the Council meets its equality duty to eliminate discrimination.

11. Use of Appendices

There are no appendices.

12. Local Government (Access to Information) Act 1985

- Minutes and Cabinet papers (26 June 2018) including Tangmere Priority Rehousing Scheme and draft BWF Rehousing and Payments Policy
<http://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=118&MId=8727&Ver=4>
- Draft BWF Rehousing and Payments Policy
https://www.haringey.gov.uk/sites/haringeygovuk/files/draft_rehousing_payments_policy.pdf
- Haringey Estate Renewal Rehousing and Payments Policy:
https://www.haringey.gov.uk/sites/haringeygovuk/files/estate_renewal_rehousing_and_payments_policy_2017.pdf
- Equalities Impact Assessment for Tangmere Rehousing decision
<http://www.minutes.haringey.gov.uk/documents/s102078/180626%20BWF%20EQIA%20final.pdf>

Report for: Cabinet 9 October 2018

Title: Membership of Capital Letters

Report authorised by: Helen Fisher
Director of Housing, Regeneration and Planning

Lead Officer: Alan Benson, Head of Housing Strategy and Commissioning

Ward(s) affected: All

**Report for Key/
Non Key Decision:** Key

1. Describe the issue under consideration

- 1.1 The report sets out a proposal to join the pan-London 'Capital Letters' scheme which will collaboratively procure new properties on behalf of London boroughs, supported by the Ministry of Housing, Communities & Local Government (MHCLG).
- 1.2 The Council currently provides temporary accommodation to nearly 3,000 households, at a cost to the Council of £8.3 in 2017/18. Around half of this accommodation is outside of the borough with around 1,000 of these in privately owned and nightly paid accommodation. At the same time, many other boroughs have sourced their own temporary accommodation within Haringey with net inflows from most of our neighboring boroughs.
- 1.3 The majority of accommodation that is procured through Capital Letters will be used to prevent homelessness or to end a homelessness duty through an offer of a private sector tenancy.
- 1.4 By removing competition and duplication between individual boroughs and through accessing additional funding, it is anticipated that this will also significantly reduce the cost of providing temporary accommodation. Where practical, the scheme will allocate new units in each member borough to that borough and so enable households to be placed more locally than is currently the case.
- 1.5 This scheme will focus on the rental/lease market. As such it will complement rather than be in competition with the recently approved Community Benefit Society and the proposed Purchase, Repair and Management Company. These schemes both focus instead on purchasing properties where the landlord wishes to sell and leave the rental market.
- 1.6 The scheme will also include support for households from tenancy sustainment officers funded by the MHCLG grant. This support will be in addition to any support currently offered by Homes for Haringey. With more households placed within the borough, the scheme will also reduce the disruption caused by homelessness and increase their resilience by allowing them to maintain informal and formal support networks

2. Cabinet Member Introduction

- 2.1 There is a desperate shortage of housing which is affordable to Haringey's population. This increases both the number of households in need of help and the costs the council incurs in supporting them.
- 2.2 With a limited supply and often short notice, the council frequently needs to use homes in neighbouring boroughs as temporary accommodation for homeless households, while at the same time those same boroughs place some of their households in Haringey.
- 2.3 Capital Letters is a pan-London scheme which seeks to increase the supply of temporary accommodation, reduce the cost of this accommodation, and reduce the need for households to be accommodated out of the borough. The pan-London approach should achieve economies of scale and reduce the competition between boroughs for this type of accommodation.
- 2.4 We are taking a number of steps to increase the supply of permanent affordable housing in the borough – including building new council homes ourselves. But as long as there is such a mismatch between the demand and supply of social housing, we also need to take steps to ensure the supply of suitable, affordable temporary accommodation as well.

3. Recommendations

It is recommended that the Cabinet:

- 3.1 Note the £39 million over three years potentially being made available by MHCLG for pan-London collaboration on the procurement of accommodation for homeless households.
- 3.2 Note the draft Articles of Association at Appendix A
- 3.3 Note the draft Members Agreement at Appendix B
- 3.4 Approve, in principle, for the Council to join Capital Letters London Ltd, a Company Limited by Guarantee that will be established by the London boroughs, as an 'A member'.
- 3.5 Delegate to the Director of Housing, Regeneration and Planning, after consultation with the Cabinet Member for Housing and Estate Renewal and the Statutory Legal and Finance Officers, the following:
 - a) Finalising and agreement of the Articles of Association
 - b) Payment of up to £100,000 from Flexible Homelessness Support Grant funding in lieu of seconding staff as set out in 6.11
- 3.6 Note that under the constitution part 3 Section D – local Choice Functions / function 16 - the appointment of officer(s) to the Capital Letters Board falls to the Chief Executive. Nominated officer(s) will represent the Council at Company meetings, and will vote and exercise all rights of Membership on behalf of the Council.

4. Reasons for decision

- 4.1 The decisions recommended are required to join the Company and participate in the collaborative procurement approach and to access the MHCLG funding.
- 4.2 The estimated aggregate financial benefit of the proposals to London Boroughs are up to £116m over the first three years, plus potential savings on changing how placements are made and reduced repeat homelessness through tenancy sustainment. Joining the scheme early will maximise Haringey's share of these savings.
- 4.3 Currently other London boroughs have temporary accommodation in Haringey meaning Haringey must place many households outside of the borough. Capital Letters will help rationalise temporary accommodation in London with properties obtained in Haringey being prioritised for households from Haringey.

Benefits to Haringey borough of being in the first phase:

- 4.4 It is proposed that Capital Letters membership will grow in a number of phases with some boroughs joining the first phase and others joining in later phases. There are a number of reasons why it would be advantageous for Haringey to be part of the first wave of boroughs which are anticipated to start operations in April 2019.
 - i) The MHCLG subsidy per borough will be greater in the first year. This is important in terms of the proportion of centrally funded staff compared to borough funded staff, which should provide a greater uplift to procurement numbers for the boroughs in the first wave.
 - (i) The boroughs involved in the set-up of the company will have much more control over the way it is set up and it's Articles of Association than boroughs who join after the company has been established. This may also include the terms and conditions of future boroughs joining the scheme.
 - (ii) Boroughs who do not join Capital Letters will still have properties procured by Capital Letters in their area. Although Capital Letters will abide by the agreed Inter-Borough Accommodation Agreement rates, there is nevertheless a significant risk that landlords and agents will prefer to work with Capital Letters than within individual boroughs. This is because of the profile it will have when launched, and because of the more streamlined ability to let properties across London with one organisation than with a number of different boroughs, all with slightly different terms and conditions and different personnel.
 - (iii) If Capital Letters is successful then it will be possible for Haringey to secure more private rented and leased properties in London within or close to Haringey, reducing the need to place families in nightly paid accommodation in neighbouring boroughs or elsewhere in London. It would be better to secure these benefits sooner rather than later.

5. Alternative options considered

- 5.1 To not join the scheme and instead rely on the existing team in Homes for Haringey, which procures Assured Shorthold Tenancies and nightly rate bookings, and on new Haringey-only schemes such as the Community Benefit Society and Purchase, Repair and Management Company.

This was rejected as existing resources are unlikely to be able to achieve the level of uplift that Capital Letters can with the additional funding. The two new schemes focus on purchasing properties when landlords wish to sell, whereas Capital Letters will focus on renting and leasing properties which landlords wish to retain. Not joining the scheme will

also lead to any properties Capital Letters obtains in Haringey being allocated to households from other boroughs who are members of the scheme.

5.2 To not to join the company in the first phase, but rather wait and assess the scheme's progress.

This option was rejected as it would result in a lost opportunity to access MHCLG grant funding for the first year, and delay the benefits of reduced costs and more local placements. There would also be less influence on the scheme's design by joining once the scheme has been established.

5.3 To join the company as a 'B member'.

Although this option would still enable the Council to receive services from Capital Letters, joining as a 'B member' would mean that the Council has less influence over the strategic direction of the company and the specific Articles of Association relating to 'B members'. Joining as a 'B member' also means that they would not have access to MHCLG subsidy for newly procured properties. The distinction between 'A' and 'B' membership is noted in the 21.2.3 of the draft Articles of Association at Appendix A.

5.4 There is an option to reduce funding for 'A membership' by seconding up to two staff to Capital Letters.

While there is no intention to make any compulsory secondments at this stage, this option may be taken up if individual members of staff request to take up this opportunity on a voluntary basis.

6. Background information

The need for new sources of temporary accommodation and private sector lettings within the borough

6.1 The Council currently provides temporary accommodation to nearly 3,000 households, with around half located in neighbouring boroughs. At the same time, many other London boroughs have sourced temporary accommodation in Haringey.

6.2 Although not all boroughs will join in the first phase, likely or confirmed phase one members currently make an estimated 300 individual bookings in Haringey each year. Although some of these bookings are short-term emergency placements for a few days and/or multiple bookings, access to these bookings could eventually result in Haringey placing 200-250 fewer households out of the borough each year.

6.3 Haringey has a Temporary Accommodation Placements Policy which gives vulnerable households priority to remain in the borough where they can receive higher levels of support. Although these placements and support will continue, development of the Capital Letters scheme will allow more households to be placed within the borough increasing both informal family support as well as access to support from Homes for Haringey. Haringey will also be able to opt into the company's tenancy sustainment officers funded by the MHCLG grant. This support will be available whether the households is placed in the borough or elsewhere.

The financial need for new sources of temporary accommodation

6.4 Although the Council owns some of its temporary accommodation, around 2,500 homes are provided by the private sector through either a lease or nightly paid contracts. The

costs of most of these homes is usually far in excess of the maximum rent the Council can charge which is set at 90% of the 2011 Local Housing Allowance for that area. This has led to a net cost the Council General Fund of £8.3 million in 2017/18.

Relationship forthcoming and existing schemes

- 6.5 The Council has recently approved setting up a Community Benefit Society and is considering setting up a Purchase, Repair and Management Company. Both these schemes will purchase properties from owners who are wishing to sell. Capital letters is therefore complimentary to, rather than in competition with this scheme as it looks to lease privately owned properties where the owner wishes to retain the properties and rent or lease them out.
- 6.6 The Capital Letters scheme will be in addition to existing programmes to source private sector tenancies and new temporary accommodation. This work is currently focused on directly procuring new accommodation which will be either leases held by the company which will act as landlord, or through obtaining assured tenancies for the household. As Capital Letters grows and reduces the need for direct procurement, existing resources will be focus on client-led schemes such as 'Find your own' schemes.

Financial savings and MHCLG grant

- 6.7 MHCLG has provisionally allocated £39 million over three years, top sliced from the Flexible Homeless Support Grant (FHSG) to support Capital Letters. As a minimum they have agreed to fund the first phase of the project.
- 6.8 It is anticipated that MHCLG will also fund the second phase, but bidding for this will take place in the next spending review and therefore MHCLG is at this point unable to provide a definitive position on the funding going forward. There is therefore a risk that MHCLG funding will only be provided in the first year, meaning that any boroughs that join in the second phase may not be able to benefit from the MHCLG subsidy and the project overall may not benefit from any further subsidy in the second year.
- 6.9 MHCLG funding is expected to be used in the following three ways:
1. Contribution to Private Sector Leases (PSL)
 2. Private Rented Sector (PRS) placement incentive
 3. Central cost contribution, e.g. for additional procurement staff, tenancy sustainment staff, IT and premises

Membership and staffing

- 6.10 At present, it is anticipated that there will be at least 12 boroughs in the first phase with a further 3-5 likely to join. Participating boroughs who become full 'A members' of Capital Letters will initially either second staff from their procurement teams performing this function to Capital Letters, or pay additional fees to cover newly recruited staff.
- 6.11 This report recommends that Homes for Haringey offers relevant staff the opportunity to be seconded to Capital Letters. Preliminary discussions have taken place with the affected staff and Unison. However, if no-one chooses to be seconded at this stage the Council will instead fund 2 posts using the Flexible Homelessness Support Grant (FHSG). The Council is currently using FHSG to fund one additional officer in Homes for Haringey – this arrangement would end and the money would be used instead to fund one post in Capital Letters with an additional £50,000 to fund the second post.

- 6.12 This fee may be reduced if individual staff wish to take up this opportunity on a voluntary basis. It is therefore proposed that the payment of this fee will be delegated to the Director of Housing, Regeneration and Planning.
- 6.13 In the medium term, it is anticipated that Capital Letters will replace the need for borough based staff and that more staff (or payments) will be required. Seconded staff from Haringey will allow them to use their existing skills, expertise, local knowledge and client relationships held by those officers to be absorbed into Capital Letters. Based on the procurement rates of existing staff and a modest increase from additional funding and economies of scale, it is anticipated that this will lead to 4,300 additional properties within Greater London being procured in the first three years.
- 6.14 As the scheme develops, it is anticipated that staff may eventually be transferred to the company. When this decision is made, full consultation will be undertaken with staff and unions but initial discussions on the possible long-term implications are already taking place with staff and unions.
- 6.15 Boroughs will be allocated at least as many properties over the first year as were procured by the staff it seconds in the previous year or an equivalent where staff are funded. This should ensure that there will be no net loss of properties to each borough. Any additional properties over and above the previous year's performance will be allocated to the participant boroughs in proportion to the staff resources they have contributed through secondment or funding of staff recruited directly by Capital Letters. Subject to meeting borough minimum allocations, and fair distribution of additional properties, all properties should be allocated as close to host boroughs as possible, also taking in to account the provisions of the homelessness suitability order as they apply to individual households. This should mean that a much smaller number of households have to move a long distance from their home borough than is currently the case.
- 6.16 The company will be funded by a combination of MHCLG grant, rents from tenants and top up payments from member local authorities. These are the payments that are already made by local authorities to ensure households are charge rents are affordable to households who rely on benefits. Payments include Discretionary Housing Payments (DHP) or other existing budgets which are needed when Local Housing Allowance (LHA) rates do not cover full rent. These payments will be lower for local authorities as a result of the MHCLG subsidy.

Company structure and status

- 6.17 The company will be established as a private company limited by guarantee, owned and managed by the boroughs who constitute limited liability members of the company. The liability is limited to £1 (one pound). It will also be a Teckal compliant company which means that it will be in compliance with Contracts Regulations and European law.
- 6.18 The object of the company is to procure and manage accommodation for homeless households and those at risk of homelessness by providing service to the member boroughs and others. This will be a mix of leases (held by the Company) and Assured Shorthold tenancies negotiated by the Company for the households.
- 6.19 The activity of the company will be supported by a digital Property Listing Platform (PLP). A specification for this IT system has been developed by London Ventures, in consultation with the Capital Letters working group. Soft market testing has identified a number of providers who would be able to develop a product which meets the specification requirements. Initially, one borough will lead on the procurement of this PLP on behalf of the company.

- 6.20 The timescale for programme delivery assumes the new company is established in April 2019, with a first wave of boroughs joining then and a second wave of boroughs joining in April 2020.
- 6.21 Therefore, the Cabinet is asked to approve that Haringey joins the company as an 'A member' so that the borough may benefit from the services provided by the collaborative enterprise.
- 6.22 A minimum condition of being an 'A member' of Capital Letters that Capital Letters provides at least 50% of the borough's new accommodation used to house homeless households and those at risk of homelessness. This requirement is to ensure that Capital Letters has sufficient households for the properties it procures and to reduce the potential competition from individual boroughs. This percentage is a minimum requirement, and it is anticipated that Capital Letters will provide a higher percentage of our supply.

Costs of the scheme

- 6.23 The business plan is still in development, so a definitive figure for the financial cost of the scheme is not yet available. However, boroughs will pay fees towards the services they receive from Capital Letters, which will be subsidised by the MHCLG grant. This will cover services such as rent collection, property management and some staffing costs for officers seconded to the entity.
- 6.24 This fee will represent a saving to the local authority on its temporary accommodation expenditure as it will be subsidised with the additional £39 million of MHCLG funding. The scheme will also enable households to claim 100% of current Local Housing Allowance (LHA) where their home is managed by Capital Letters. This represents around £35 per week more than the 90% of January 2011 LHA rates which apply to temporary accommodation managed by the Council. As the Council can only charge rents up to maximum claimable rent, this means an effective saving of up to £35 per week where the landlord charges for the property are higher than the current LHA.

Consideration of risks

- 6.25 As with all new initiatives, there is an element of risk connected with this scheme. Consideration has been given to these and any potential financial losses that may arise as a result.
- 6.26 There is a risk that the scheme will underperform in its initial stages. This under-performance could lead to a reduction in the supply of temporary accommodation and Assured Shorthold tenancies. This risk has been mitigated by retaining staff in HfH to ensure that our existing supply can be maintained until the company is established.
- 6.27 There is also a financial risk that the company may be unsuccessful and collapse. The council's liability is limited to £1 if the company collapses, although the Council would lose any payment already made in lieu of seconding staff. In the first year, this sum will be a maximum of £100,000 (if no staff are seconded), £50,000 of which will be funded through FHSG. This risk will be reduced or removed if staff are seconded as they would be free to return to Haringey.
- 6.28 There is also a risk that, if the company collapses, the Council may need to find alternative accommodation for households housed by the company or take over leases held by the company. This risk is limited where the accommodation is in the form of one-off Assured Shorthold tenancies, as these do not require further ongoing funding. Where the properties are leased, there is a risk that, as the Company will have access to

additional funding, these leases are likely to be more expensive than those the Council would have entered into independently. However, the leases will be with the Company not with the Council and the choice on whether or not to take on these leases will be up to the Council, which will have no liability if it decides not to take over the leases.

7. Contribution to strategic outcomes

- 7.1 Capital Letters will assist in the delivery of Priority 5 of the Corporate Plan 2015-18 which is to “Create homes and communities where people choose to live and are able to thrive” and helping to prevent homelessness and support residents with more local placements.
- 7.2 Capital Letters will assist in the delivery of Objective 2 of Haringey’s Housing Strategy 2017-22 to “Improve help and support to prevent homelessness”. Capital Letters will also help to prevent homelessness, providing suitable and affordable temporary accommodation and increase the local placements of households.
- 7.3 Capital Letters will assist in the delivery of the Homelessness Strategy 2018 by increasing the suitability, affordability and location of both temporary accommodation and private tenancies.

Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

8. Finance

- 8.1 There is a potential funding of £39 million, over three years, expected from MHCLG for this pan-London collaboration for the procurement of accommodation for homeless households either through a lease, or by obtaining Assured Shorthold tenancies for these households.
- 8.2 The £39m is to be used for company formation, staff procurement, Private Rented Sector placement incentives and Private Sector Leases contribution.
- 8.3 It is estimated that based on an assumed number of acquisitions, the benefit to the council per annum is as shown below:

Property Types	Average Number Per Yr over 3 yrs	MHCLG Contribution Per Property	Total Contribution Per Year
PRS property	50	1,250.00	62,500.00
PSL property	33	2,773.33	91,519.89
Transferred PSL	17	1,820.00	30,940.00
			184,959.89

- 8.4 The financial cost of the scheme is yet unknown as the business plan is still in development. However, it is anticipated that boroughs will pay fees towards the services they receive from Capital Letters.
- 8.5 This fee will cover services such as rent collection, property management and some staffing costs for officers seconded to the entity.
- 8.6 It is also anticipated each member borough will send staff on secondment to Capital Letters. Members will pay a certain proportion of their cost to Capital letters.

- 8.7 It is recommended that the Council contributes £100k in lieu of staff, funded from the flexible homelessness support grant. The Council's potential financial exposure is as highlighted in the Risk Section, 6.25 to 6.28.
- 8.8 The report states that this scheme will focus on the rental/lease market. As such it will complement rather than be in competition with the recently approved Community Benefit Society and the proposed Purchase, Repair and Management Company.
- 8.9 In addition to the above, and other potential benefits mentioned in the report, it is anticipated that the scheme will also enable boroughs to claim 100% of current Local Housing Allowance for the properties managed by the programme, which represents around £35 per week more than the 90% of January 2011 rates that that Haringey Council managed temporary accommodation is currently restricted to.
- 8.10 However, it is difficult to assess the full financial implication of this membership at this stage as most of these cost and benefits are speculative. Thus, the recommendation to approve the joining of this scheme in principle.

Procurement

- 8.11 Strategic Procurement notes the contents of this report and supports the concept of establishing a centralised unit to assist with temporary accommodation needs.
- 8.12 The intention is to establish a Teckal compliant company with Capital Letters; therefore, the Procurement Regulations will not apply to services provided through Capital letters.
- 8.13 Should approval be given to join the Capital letters an alternate commissioning process will need to be established

Legal

- 8.14 The Council owes a number of duties and has a number of powers to accommodate the homeless and those threatened with homelessness under a number of provisions in Part VIII of the Housing Act 1996.
- 8.15 The Council is entitled to bring its duties to an end by a suitable "private rented sector offer" made under s193 (7AA)-(7AD).
- 8.16 The Council under section 1 of the Localism Act 2011 has power to do anything that individuals generally may do but there are some exceptions. The general power confers power on the Council to do things for a commercial purpose and where, in exercise of the general power, the Council does things for a commercial purpose, the Council must under section 4 do them through a company.
- 8.17 It is stated in paragraph 6.17 of this report the Company will be a Teckal compliant company. In order to ensure this is the case any services provided to non-Members must be less than 20%. This should be monitored to ensure continued compliance with Regulation 12 of the Public Contract Regulations 2015.

9. Equality

- 9.1 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act.

- Advance equality of opportunity between people who share those protected characteristics and people who do not.
 - Foster good relations between people who share those characteristics and people who do not.
- 9.2 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.
- 9.3 This report relates to membership of the Capital Letters scheme, which seeks to procure accommodation for statutory homeless households. The decision will therefore primarily affect individuals and households currently living in temporary accommodation and those who are most at risk of homelessness.
- 9.4 Data held by the Council suggests that women, young people, and BAME communities are over-represented among those living in temporary accommodation. Furthermore, individuals with these protected characteristics as well as those who identify as LGBT+ and individuals with disabilities are known to be vulnerable to homelessness, as detailed in the Equalities Impact Assessment of the Council's Draft Homelessness Strategy.
- 9.5 Currently Haringey seeks to find any accommodation if can within the borough but in many cases, this needs to be in neighbouring boroughs. At the same time, neighbouring boroughs place households outside of their borough in Haringey. This scheme will help both Haringey and its neighbours rationalise the placements by prioritising lets to households from the host borough where practical. It will therefore increase the likelihood that statutory homeless households will be placed near to their previous accommodation.
- 9.6 It is reasonable to anticipate that this will benefit the groups identified above, including BAME communities and women, while also improving outcomes for those who are more likely to have regular contact with services, such as female-headed lone parent households and individuals with long-term health conditions, by maximising service access continuity.
- 9.7 An Equalities Impact Assessment which covers the placement of households in and out of the borough was completed as part of the Temporary Accommodation Placement policy and is published here:
https://www.minutes.haringey.gov.uk/documents/s88241/Supply%20Plan%20Cabinet%20report_Oct16%20App3%20TA%20EqIA%20v2%200.pdf.

10. Use of Appendices

Appendix A: Extract from Articles of Association

Appendix B: Draft Members Agreement

11. Local Government (Access to Information) Act 1985

- Corporate Plan 2015-18
https://www.haringey.gov.uk/sites/haringeygovuk/files/corporate_plan_2015-18.pdf
- Housing Strategy 2017-22
https://www.haringey.gov.uk/sites/haringeygovuk/files/housing_strategy_2017-2022.pdf
- Homelessness Strategy 2018
<http://www.minutes.haringey.gov.uk/documents/s100152/Appendix1HomelessnessStrategyv24.pdf>

- Equalities Impact Assessment for Temporary Accommodation Placement policy
https://www.minutes.haringey.gov.uk/documents/s88241/Supply%20Plan%20Cabinet%20report_Oct16%20App3%20TA%20EqIA%20v2%200.pdf.
- Part Three, Section D - Responsibility for functions: Local Choice Functions
<http://www.minutes.haringey.gov.uk/documents/s95510/Part%203%20Section%20D%20-%20Responsibility%20for%20Functions%20Local%20Choice%20Functions.pdf>

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dated

2018

[CAPITAL LETTERS] LIMITED

DRAFT

Articles of Association

Company number: [TBC]

trowers & hamlins

Appendix A DRAFT Articles of Association

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The Companies Act 2006

Company limited by guarantee and not having a share capital

Articles of Association

of

[CAPITAL LETTERS] LIMITED

1 Interpretation and definitions

In these Articles unless the context otherwise requires:

the Act means the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force;

Articles means these Articles of Association;

Board means the board of Directors of the Company from time to time;

Chair means the chair of the Board appointed pursuant to Article 21.10.1 or in his absence any vice or deputy chair appointed pursuant to Article 21.10.3;

Clear Days means in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Committee means any committee constituted under the provisions of these Articles;

Conflict of interest has the meaning given in Articles 21.9.1 and 21.9.2;

"A" Director means a Director appointed by an "A" Member in accordance with article 21.1.2 from time to time;

"B" Director means a Director nominated by a "B" Member in accordance with article 21.1.3 and appointed in accordance with article 21.1.4 from time to time;

"C" Director means a Director appointed in accordance with article 21.1.5 from time to time;

Director means a director of the Company, and includes any person occupying the position of director, by whatever name called;

electronic form and **electronic** means have the meaning given in section 1168 of the Companies Act 2006;

financial year means the year commencing 1 April and expiring on the subsequent 31 March;

"A" Members means the Members of the Company designated as "A" Members in accordance with Article 12 from time to time;

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"B" Members means the Members of the Company designated as "B" Members in accordance with Article 12 from time to time;

Local Authority means a local authority in England or Wales as defined in section 270 of the Local Government Act 1972;

Member means a person whose name is entered in the Register of Members of the Company and including both "A" Members and "B" Members and **Members** and **Membership** shall be construed accordingly;

Members Agreement means the agreement entered into between the Members to regulate their relationship as Members of the Company;

Ordinary Resolution has the meaning given in section 282 of the Companies Act 2006;

Public Body means a body governed by public law as defined in the Public Contracts Regulations and **Public Bodies** and **Non-Public Bodies** shall be construed accordingly;

Public Contracts Regulations means Public Contracts Regulations 2015 and any statutory modification or re-enactment thereof for the time being in force;

Special Resolution has the meaning given in section 283 of the Companies Act 2006;

Subsidiary has the meaning given by section 1159 of the Act;

the United Kingdom means Great Britain and Northern Ireland; and

Voting Representative means the individual appointed by each Member to attend, speak and vote at general meetings on its behalf in accordance with Article 12.8.

2 Interpretation

2.1 Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force on the date of incorporation of the Company.

2.2 In these Articles words importing individuals shall unless the context otherwise requires include corporations and words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender.

3 Model Articles

These Articles shall apply to the Company in place of the Model Articles (attached in Schedule 2 to the Companies (Model Articles) Regulations 2008).

4 Name

The name of the company is [Capital Letters] Limited (the **Company**).

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5 **Registered office**

The Company's registered office is to be located in England and Wales.

6 **Objects**

6.1 The objects of the Company shall be:

6.1.1 to procure accommodation for homeless households and those at risk of homelessness by providing services in connection therewith to:

(a) the "A" Members; and

(b) to any other customers (including "B" Members) as considered appropriate by the Members from time to time provided that any services to non-Members shall always remain incidental to the primary aim of providing services to the Members and do not account for more than 20% of the turnover of the Company in any financial year (or such other percentage of turnover as may be permitted by law from time to time) at all times as set out in Regulation 12 of the Public Contract Regulations;

6.1.2 to undertake the management of accommodation for homeless households and those at risk of homelessness; and

6.1.3 to provide such other services and undertake such other functions as are agreed by the Members from time to time.

6.2 The Company is not established or conducted for private gain and any surplus or assets are used principally for the benefit of the community. Its purpose shall be to fulfil its objects and whilst it is not a charity it will carry out its activities with charitable, benevolent and philanthropic aims in mind.

7 **Powers**

7.1 The Company shall have power to do anything that a natural or corporate person can lawfully do which is necessary or expedient in furtherance of its objects unless prohibited by these Articles.

7.2 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action provided that no such Special Resolution invalidates anything which the Directors have done before the passing of Special Resolution.

7.3 Without limiting the powers described in Article 7.1 the Company shall have the power:

7.3.1 to purchase and maintain insurance for the benefit of any persons who are or were at any time Directors, officers or employees of the Company or any other company which is a Subsidiary or Subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or Subsidiary undertaking are or have been interested, indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against;

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- 7.3.2 to invest and deal with the monies of the Company not immediately required in such manner as may from time-to-time be determined and to hold or otherwise deal with any investments made, provided that the Company shall not have power to invest in any organisation which is a Member of the Company at the time the investment is made;
- 7.3.3 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company;
- 7.3.4 to pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company, the running costs and administration of the Company, the employment of consultants and the reimbursement of Directors' expenses;
- 7.3.5 to employ and pay any employees, officers, and professional or other advisers and to pay its Directors;
- 7.3.6 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any Subsidiary, holding or fellow Subsidiary of the Company and of their spouses, widows or widowers, children and other relatives and dependants to lend money to any such employees or to trustees on their behalf or enable any such schemes to be established or maintained;
- 7.3.7 to borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance;
- 7.3.8 to do anything that a natural or corporate person can lawfully do which is necessary and expedient in furtherance of its objects unless prohibited in these Articles.

8 **Application of income and property**

- 8.1 The income and property of the Company shall be applied solely in promoting the Company's objects.
- 8.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise other than
 - 8.2.1 the payment in good faith:
 - (a) of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer or employee of the Company in return for any services rendered to the Company;

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- (b) of fees, remuneration or other benefit in money or money's worth to a company or other body corporate of which a Director may be a Member holding not more than 2% of the share capital and controlling not more than 2% of the voting rights at general meetings of such company or body corporate;
- (c) to any Director of reasonable out-of-pocket expenses;
- (d) of reasonable and proper remuneration to any Director who is not an employee of the Company in return for any services rendered to the Company;
- (e) of reasonable and proper rent for premises demised or let by any Member;
- (f) of reasonable and proper interest on money lent by any Member;
- (g) of any indemnities to Directors or other officers of the Company under Article 24.1 and any premium in relation to insurance in respect of liabilities of Directors and other officers of the Company in accordance with Article 24.2; or
- (h) subject to prior approval of all Members, to Members (and any former Member(s) which contributed to a distributable surplus within the preceding five years) of any surplus of the Company.

9 **Limited liability**

The liability of the Members is limited.

10 **Members' guarantee**

Each Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while they are a Member of the Company or within one year after they cease to be a Member of the Company for payment of the debts and liabilities of the Company contracted before they cease to be a Member of the Company and of the costs charges and expenses of winding up such amount as may be required not exceeding one pound.

11 **Winding up**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever such property shall be divided between the Members (whose names appear in the register of Members at the date of winding up or dissolution) and any former Member(s) which contributed to the surplus within the five years preceding such winding up or dissolution. The division shall be proportionate to the total contribution to such surplus by each Member or former Member (based on a reasonable relationship between the former Member(s) contribution and the distributable surplus) prior to the date of winding up or dissolution. For the purposes of this Article a certificate in writing signed by the duly appointed auditors for the time being of the Company as to the proportions in which any property is to be divided will be sufficient.

12 **Admission of Members and cessation of Membership**

- 12.1 The Members of the Company shall be divided into "A" Members and "B" Members. "A" Members and "B" Members will have the rights as specified in these Articles.

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- 12.2 The subscribers shall be the first Members of the Company and shall be designated as "A" Members.
- 12.3 The Members may admit any other Public Body to Membership on receiving:
- 12.3.1 a written application confirming that it agrees to be bound by the provisions of the Articles; and
- 12.3.2 where a Members' Agreement has been entered into, a signed deed of adherence to the Members' Agreement
- from any such body.
- 12.4 A Member admitted under article 12.3 above shall be designated as an "A" Member or a "B" Member by the "A" Members upon admission.
- 12.5 A Public Body shall only be admitted as an "A" Member if they agree to ensure that at least 50% of the total procurement for that body of dwellings to support the discharge of that body's statutory responsibilities for homeless households or those at risk of homelessness (excluding nightly paid properties or properties outside of the London area) is to be procured by the Company.
- 12.6 A Public Body admitted to Membership who does not agree as per article 12.5 but will receive services from the Company will be admitted as a "B" Member.
- 12.7 The rights powers and obligations of each Member under these Articles shall take effect on the admission of that organisation to Membership.
- 12.8 Each Member shall nominate a person to act as its representative in the manner provided in Section 323 of the Act. Such representative shall have the right on behalf of the Member to attend meetings of the Company and vote thereat and to exercise all rights of Membership on behalf of the Member. The relevant Member may by written notice to the Company revoke the nomination of such representative and may nominate another representative in his place.
- 12.9 The rights of each Member shall be personal and shall not be transferable and shall be exercisable only by the Member or its Voting Representative.
- 12.10 Membership shall not be transferrable.
- 12.11 An "A" Member shall cease to be a Member of the Company if (i) it serves no less than six months' written notice to do so or (ii) is removed or expelled for any reason by ordinary resolution of the Members passed at a General Meeting or under any agreement entered into between the Members from time to time and (iii) if at any time the Member ceases to be a Public Body or (iv) otherwise in connection with these Articles and the noting of the cessation of Membership in the Company's register of Members shall be conclusive in this regard
- 12.12 A "B" Member shall cease to be a Member of the Company if (i) it serves no less than six months' written notice to do so or (ii) is removed or expelled for any reason by ordinary resolution of the Members passed at a General Meeting or under any agreement entered into between the Members from time to time and (iii) if at any time the Member ceases to be

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a Public Body or (iv) otherwise in connection with these Articles and the noting of the cessation of Membership in the Company's register of Members shall be conclusive in this regard.

12.13 At the end of each financial year, the "A" Members shall each confirm to the Company (in a form that shall be agreed by the "A" Members from time to time) the percentage of its total procurement for that "A" Member of dwellings to support the discharge of its statutory responsibilities for homeless households or those at risk of homelessness (excluding nightly paid properties or properties outside of the London area) that was undertaken via the Company that financial year. In the event that this percentage is less than 50% the "A" Members have, at their discretion, the ability to terminate the "A" Member's Membership in accordance with article 12.14.

12.14 The decision to terminate an "A" Member's Membership in accordance with article 12.13 shall be taken at a meeting of the "A" Members (i) called on no less than 7 clear days' notice; (ii) attended in person or by proxy by at least 50% of the "A" Members (excluding the "A" Member whose Membership is being considered for termination); and (iii) made by no less than 50% of the total "A" Members excluding the "A" Member whose membership is being considered for termination.

12.15 In the event that an "A" Member's Membership is terminated pursuant to article 12.14 the Membership shall terminate immediately upon the decision having been taken.

12.16 In the event that an "A" Member's Membership is terminated in accordance with article 12.12 that Member may be re-admitted to the Membership of the Company as a "B" Member, subject to compliance with article 12.3 and 12.6.

13 **General meetings and resolutions**

13.1 The Company shall once in every calendar year hold a general meeting which for the purposes of these Articles shall be called the annual general meeting. The Directors may call general meetings and on the requisition of any two or more "A" Members shall forthwith proceed to convene a general meeting as required pursuant to the provisions of Section 304 of the Act.

13.2 Any general meeting not called on the requisition of a Member pursuant to Article 13 shall be called by at least twenty-one Clear Days' notice or by shorter notice if it is so agreed by not less than 75% of the "A" Members. The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and if it is anticipated that Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting. The notice shall be given to all Members and to the Directors and to the Company's auditors.

13.3 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

13.4 A Director shall be entitled to attend and speak at any general meeting.

13.5 The Chair of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

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- 13.6 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 13.7 A person is able to exercise the right to vote at a general meeting when:
- 13.7.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 13.7.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all other persons attending the meeting.
- 13.8 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 13.9 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 13.10 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 13.11 No business shall be transacted at any general meeting unless a quorum is present. 50% of all Members present by their Voting Representative or by proxy including no less than two "A" Members shall be a quorum.
- 13.12 If a quorum is not present within half an hour from the time appointed for a general meeting it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the "A" Members present decide.
- 13.13 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall constitute a quorum.
- 13.14 An entry in the minutes of any general meeting stating that a resolution has been passed or not passed shall be conclusive evidence of the fact.
- 14 **Chair at General Meetings**
- 14.1 The Chair or in his absence some other Director who is present and nominated by the Members shall Chair the meeting. If neither the Chair or such Director is present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, the Members present shall elect another Director who is present to be the Chair and, if there is only one Director present and willing to act, he shall be the Chair. If no Director is present within fifteen minutes after the time appointed for holding the meeting or is willing to act as Chair the Members present shall elect one of their number to be the Chair.
- 15 **Adjournments**
- 15.1 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might

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properly have been transacted at the original meeting. It shall not be necessary to give notice of the adjourned meeting unless it is adjourned for fourteen days or more when at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.

15.2 The Chair may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either to a time and place to be determined pursuant to Article 15.3 or to such other time and place as he may decide if the unruly conduct of persons attending the meeting is preventing the orderly holding or continuance of the meeting.

15.3 When a meeting is adjourned pursuant to Article 15.2 without a decision to a new time and place, the time and place for the adjourned meeting shall be fixed by the Board. It shall not be necessary to give any notice of the adjourned meeting unless it is adjourned for fourteen days or more when at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.

16 **Votes of Members**

16.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is demanded either before the meeting or on the declaration of the result of the show of hands. Subject to the provisions of the Act, a poll may be demanded:-

16.1.1 by the Chair; or

16.1.2 by any Member having the right to vote at the meeting;

16.1.3 and a demand by a person as proxy for a Member shall be the same as a demand by a Member.

16.2 On a show of hands every Member present by its Voting Representative shall have one vote. On a poll every Member present by its Voting Representative or by proxy shall have one vote.

16.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall not have a casting vote.

16.4 Unless a poll is demanded, a declaration by the Chair that a resolution has been passed or not passed unanimously, or by a particular majority, or passed, or not passed by a particular majority shall be final and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

16.5 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

16.6 A poll shall be taken immediately. The results of the poll shall be the resolution of the meeting at which the poll was demanded.

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16.7 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final.

17 **Written Resolutions**

A written resolution may be passed in accordance with the Act.

18 **Reserved Matters**

Notwithstanding the provisions of Articles 16 to 17 inclusive, all resolutions that relate to a matter described in the Members' Agreement as a reserved matter or equivalent shall be passed by no less than 75% of the "A" Members. "B" Members shall not have a right to vote in a resolution that relates to a matter described in the Members' Agreement as a reserved matter or equivalent.

19 **Appointment of Proxies**

19.1 An appointment of a proxy shall be in writing, signed by or on behalf of the appointor and shall be in the following form (or in any other form which the Board may approve):-

[Name of the Company]

I/We,

being a ["A"] ["B"] Member/Members of the above-named Company, hereby appoint

of

or, failing him,

of _____, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be

held on _____, and at any adjournment thereof.

Signed

Date

19.2 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the document appointing a proxy shall be in the following form (or any other form which the Board may approve):

[Name of the Company]

I/We

being a ["A"] ["B"] Member/Members of the above-named Company, hereby appoint

of

or, failing him,

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of _____, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on _____, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:-

Resolution Number 1 *for *against Resolution Number 2 *for *against

*strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed

Date

19.3 The document appointing a proxy and any authority under which it is signed or a copy of such authority certified notarially or in some other way approved by the Board shall be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. An instrument of proxy which is not deposited or delivered in this manner shall be invalid.

19.4 A vote given or poll demanded by proxy or by the Voting Representative of a Member shall be valid unless termination of the proxy or representative's authority is received by the Company at its registered office or the place at which the meeting is due to be held before the meeting begins.

20 **Amendments to resolutions**

20.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if –

20.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and

20.1.2 the proposed amendment in the reasonable opinion of the Chair of the meeting:

- (a) does not, materially alter the scope of the resolution
(b) is no more onerous on the company and
(c) does not have the effect of negating the substantive resolution.

20.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if –

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20.2.1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

20.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

20.3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.

21 Directors

21.1 Methods of appointing Directors

21.1.1 The number of Directors at any time shall be no less than three and no more than twelve.

21.1.2 Subject to Article 21.1.6 each "A" Member shall be entitled to appoint one Director each (the "**A**" Directors).

21.1.3 Subject to Article 21.1.6 each "B" Member shall not be entitled to appoint a Director but may nominate to the "A" Members for consideration in accordance with article 21.1.3.

21.1.4 The "A" Members shall be entitled to jointly appoint one or more Directors who may be nominated by a "B" Member (the "**B**" Directors) in accordance with a policy set by the A Members from time to time. Any appointment under this Article shall be made by giving notice signed by all of the "A" Members in question to the Company.

21.1.5 The "A" Members shall be entitled to jointly appoint one or more Directors who may be independent of all Members (the "**C**" Directors) in accordance with a policy set by the A Members from time to time. Any appointment under this Article shall be made by giving notice signed by all of the "A" Members in question to the Company.

21.1.6 If at any time the number of Members exceeds twelve the Members together will by Ordinary Resolution agree (and send notice of the same to the Company) who will be the Directors so that there shall be no more than twelve Directors including any C Directors appointed under Article 21.2.5. The method for agreeing the Directors in these circumstances shall be in accordance with such Director's appointment policy as may be agreed by Members from time to time.

21.2 Disqualification of and cessation of office for Directors

21.2.1 A person shall be ineligible for appointment to the Board and if already appointed shall immediately cease to be a Director if the relevant individual:

(a) ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a company director; or

(b) is or becomes bankrupt or makes any arrangement or composition with his creditors generally; or

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- (c) a registered medical practitioner who is treating the Director gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (d) resigns his office by written notice to the Company; or
- (e) is removed from office by the Member that appointed him by giving notice signed by the relevant Member to Company; or
- (f) Other than a Director appointed in accordance with Article 21.1.1 above, is removed from office by a resolution of or written notice signed by not less than three quarters of all the other Members from time to time; or
- (g) Other than a Director appointed in accordance with Article 21.1.1 above, has been absent without permission of the Board from three consecutive meetings of the Board (including meetings of any Committee of which that Director is a member) and the Board resolves that his office be vacated; or
- (h) is an "A" Director and the "A" Member ceases to be an "A" Member of the Company;
- (i) is "B" Director and the "B" Member ceases to be a "B" Member of the Company
- (j) an "A" Member that appointed any Director notifies the Company that the individual is to be removed as a Director;
- (k) is an employee of the Company or of a Member of the Company, or of a Subsidiary or associate of the Company or of a Member, and at any time ceases to be so employed;
- (l) is not included in the list notified pursuant to Article 21.1.6.

21.2.2 It is agreed that in the case of a Director appointed in accordance with Article 21.1.1 above, the Members shall in respect of the circumstances set out in Article 21.2.1(f) and the Board in respect of Article 21.2.1(g) be entitled to notify the Member which appointed the Director in question of the reasons and/or circumstance which they consider sufficient for that Director to be removed from office.

21.3 Powers of the Board

21.3.1 Subject to:

- (a) the provisions of the Act;
- (b) any resolution from time to time of the Members in accordance with these Articles; and
- (c) these Articles;

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the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of these Articles and no resolution of the Members shall invalidate any prior act of the Board which would have been valid if that alteration or resolution had not been made. The powers given by this Article 21.3.1 shall not be limited by any special power given to the Board by these Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

21.4 Delegation of Directors' powers

21.4.1 The Board may delegate in writing any of its powers to any Committee consisting of two or more Directors together with such other persons as the Board sees fit.

21.4.2 The Board may delegate in writing to a Director or to any officer such of their powers as they consider desirable to be exercised by such person. Any such delegation may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions the proceedings of any Committee shall be governed by the provision of these Articles insofar as they apply to proceedings of the Board.

21.5 Alternate Directors

No Director shall be entitled to appoint any person as an alternate Director.

21.6 Directors' expenses

21.6.1 Directors may be paid all expenses reasonably and properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings of the Company or otherwise in connection with the discharge of their duties and such other sums as may be determined by the Members of the Company.

21.6.2 Where any Director is an elected member of a local authority that is a Member then such a Director may only be paid such fees and/or expenses as are permitted by the Local Authorities (Companies) Order 1995.

21.6.3 Where any Director is an officer of a local authority that is a Member then they may only claim expenses from their local authority and not from the Company and shall not be entitled to any fee from the Company.

21.7 Directors' appointments and interests

A Director may not have any financial interest personally or as a Member of a firm or as a director or senior employee (being an employee with managerial status) or in any contract or other transaction of the Company unless it is permitted by these Articles.

21.8 Proceedings of Directors

21.8.1 Subject to these Articles the Board may regulate their proceedings as they think fit.

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- 21.8.2 Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- (a) The meeting has been called and takes place in accordance with the articles, and
 - (b) They can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 21.8.3 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 21.8.4 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 21.8.5 The Board shall hold at least four meetings a year. Meetings called under this Article shall be convened on not less than fourteen Clear Days' notice.
- 21.8.6 Any Directors may, by notice in writing given to the Company, requisition a meeting of the Board. In such circumstances it shall be the duty of the Company to convene such a meeting as soon as is reasonably practicable.
- 21.8.7 The quorum for the transaction of business of the directors shall no less than 50% of the total number of Directors and shall include no less than two Directors appointed by an "A" Member.
- 21.8.8 If the total number of Directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint such number of further directors as are required to make up the quorum required; or
 - (b) to call a general meeting so as to enable the members to appoint further directors. If a quorum is not present within half an hour from the time appointed for a Board meeting the Board meeting shall if requested by a majority of those Directors present be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors present may determine.
- 21.8.9 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting then the adjourned meetings shall if requested by a majority of those Directors present be adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors present may determine.
- 21.8.10 If at the meeting adjourned pursuant to Article 21.8.9 a quorum is not present within half an hour from the time appointed for the adjourned meeting then notwithstanding Article 21.8.6 at least two "A" Directors present shall constitute a quorum.
- 21.8.11 Save as expressly provided in these Articles questions arising at a Board meeting shall be decided by a majority of votes and each Director present in person shall

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be entitled to one vote. In the case of an equality of votes at any Board meeting the Chair shall not have a second or casting vote.

- 21.8.12 The Board may invite such person as it deems appropriate to attend and (if appropriate) speak at Board meetings. Any such invitation may be made on such terms as the Board may determine and may be revoked at any time. Provided that such attendees shall not be Directors and may not vote on any matter discussed by the Board.

21.9 Conflicts of interest

- 21.9.1 Any Director having an interest in any arrangement between the Company and another person or body shall before the matter is discussed by the Board or any Committee of which they are a Member disclose that interest to the meeting

- 21.9.2 Unless the interest is of the type specified in Articles 21.9.3 or 21.9.4 the Director concerned shall not remain present during the discussion of that item unless requested to do so by the remaining Members of the Board or Committee of the Board. Unless permitted by Articles 21.9.3 or 21.9.4 the Director concerned may not vote on the matter in question but no decision of the Board or any Committee of the Board shall be invalidated by the subsequent discovery of an interest which should have been declared.

- 21.9.3 A Director may remain present during the discussion and may vote on the matter under discussion where the interest arises only by virtue of the fact that:

- (a) the Director is a director or other officer of a company or body which is a Subsidiary undertaking of the Company as such term is defined in Section 1162 of the 2006 Act; or
- (b) the Director is a director or other officer of a company or body which is a Member of the Company.

- 21.9.4 A Director shall not be treated as having an interest:

- (a) of which the Director has no knowledge and of which it is unreasonable to expect him to have knowledge;
- (b) in the establishment of a policy in respect of Director expenses or in any resolution relating to the remuneration of Directors.

- 21.9.5 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach by a director of the duty to avoid conflicts of interest set out in that section of the Act. Any reference in these Articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

- 21.9.6 Authorisation of a matter under Article 21.9.5 shall be effective only if:

- (a) the matter in question shall have been proposed in writing for consideration by the Directors, or in such other manner as the Directors may determine;

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- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Directors (together the Interested Directors); and
 - (c) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- 21.9.7 Unless otherwise determined by the Directors (excluding the Interested Directors), any authorisation of a matter under Article 21.9.5 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 21.9.8 Any authorisation of a matter under Article 21.9.5 shall be on such terms and/or conditions as the Directors (excluding the Interested Directors) may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the Directors (excluding the Interested Directors) at any time. Such terms or conditions may include (without limitation) terms and conditions as to the duration, renewal and/or revocation of the authorisation, and/or the exclusion of the Interested Directors from all information and discussion of the matter in question. A Director shall comply with any obligations imposed on him by the Directors (excluding the Interested Directors) pursuant to any such authorisation.
- 21.9.9 If a Director receives or has received any information otherwise than by virtue of his position as a Director and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
 - (a) disclose any such information to the Company, the Directors or any other Director or employee of the Company; or
 - (b) use or apply any such information in connection with the performance of his duties as a Director;
 - (c) provided that to the extent that such duty of confidentiality arises out of a situation or relationship which would or might otherwise constitute or give rise to a breach by the Director of the duty to avoid conflicts of interest set out in section 175 of the Act, this Article shall apply only if such situation or relationship has been authorised by the Directors under Article 21.9.5.
- 21.9.10 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under Article 21.9.5 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 21.9.11 All acts done by the Board or by a Committee of the Board or by a person acting as a Director shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any Director was disqualified from holding office or had vacated office or was not entitled to vote be as valid as

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if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

- 21.9.12 If a question arises at a meeting of the Board as to the right of a Director to vote the question may before the conclusion of the meeting be referred to the Chair or in his absence the Chair of the meeting and his ruling shall be final and conclusive.

21.10 **Appointment of Chair of the Board**

21.10.1 As soon as practicable after incorporation, and thereafter immediately prior to the conclusion of each annual general meeting the "A" Members shall by ordinary resolution appoint one of the Board to be the Chair of the Board (who shall not be a "B" Director) to hold office until he is either reappointed or until another Chair of the Board is appointed or removed by ordinary resolution of the "A" Members.

21.10.2 The Director so appointed as Chair shall preside at every meeting of the Board at which he is present. If there is no Director holding that office or if the Director holding it is not present within five minutes after the time appointed for the meeting the Directors present may appoint one of their number to be Chair of the meeting.

21.10.3 The Board may appoint a vice or deputy Chair to act in the absence of the Chair on such terms as the Board shall think fit.

21.11 **Written resolutions of the Board**

21.11.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

21.11.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.

21.11.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

21.11.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

21.12 **Records of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors and of all proceedings at meetings of the Company

22 **Means of communication to be used**

22.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for

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documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

22.2 Subject to the articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

22.3 A Director may agree with the company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

23 Notices

23.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing.

23.2 The Company may give any notice to the Members either personally, or by sending it by post in a prepaid envelope addressed to the Members at their registered address, or by leaving it at that address, or by suitable electronic means in accordance with the provisions of the Act.

23.3 The Members present by their Voting Representative at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called.

23.4 Proof that an envelope containing a notice was properly addressed prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, or 24 hours after being sent by electronic means or delivered by hand to the relevant address, or on being handed to a Member's Voting Representative or Director personally, or as soon as the Member or Director acknowledges actual receipt.

24 Indemnity

24.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him and no Director or other officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto provided that this Article 24.1 shall only have effect in so far as its provisions are not avoided by Section 232 of the Act.

24.2 The Board shall have power to purchase and maintain for any Director or officer of the Company insurance against any such liability as is referred to in Section 232 of the Act.

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dated

2018

(1) []

and

(2) []

and

(3) []

and

(4) []

DRAFT

Members' Agreement for [Capital Letters] Limited

Contents

trowers & hamlins

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Members' Agreement

dated 2018

Parties

- (1) [] of (1) [] (**Member 1**);
- (2) [] of (1) [] (**Member 2**);
- (3) [] of (1) [] (**Member 3**);
- (4) [] of (1) [] (**Member 4**);

and

- (5) **[Capital Letters] Limited** (registered number []) whose registered office is at [] (**the Company**)

Introduction

- (A) The Company was incorporated in England and Wales as a private company limited by guarantee on [] under the Companies Act 2006.
- (B) The Company is a *Teckal* company fulfilling the conditions set out in Regulation 12(4) of the Public Contracts Regulations 2015. The Company is subject to management supervision by the Members in the terms set out in this Deed. As such, the Company is a body governed by public law as defined in the Public Contracts Regulations 2015.
- (C) The Members have established the Company as a vehicle through which services are delivered to the "A" Members; and to any other customers (including "B" Members) as considered appropriate by the Members from time to time provided that any services to non-Members shall always remain incidental to the primary aim of providing services to the Members and shall not exceed the threshold as set out in Regulation 12 of the Public Contract Regulations at all times.
- (D) The Members are local authorities exercising their powers under section 1 Localism Act 2011 when establishing the Company.
- (E) The Members wish to participate as Members in the Company and have agreed to enter into this Deed for the purpose of regulating their relationship with each other and the Company as provided herein.
- (F) The Company has agreed with the Members that it will comply with the terms and conditions of this Deed insofar as they relate to the Company.
- (G) Critical management decisions are reserved to the Members and these are set out in Schedule 1 to this Deed.

Agreed terms

1 Definitions and Interpretation

In this Deed:

1.1 the following expressions have the following meanings unless inconsistent with the context:

Act means the Companies Act 2006;

Annual Business Plan means a business plan in a form to be approved by the Members setting out the implementation, over a particular Financial Year, of the strategic objectives of the Company in relation to the Business as described in the Service Plans, to include budgets, expenses (including any administrative expenses) and projected financial results for such Financial Year;

Application for Membership and Deed of Adherence means an application for membership of the Company and deed of adherence to this Deed in the form set out at Schedule 2;

Articles means the articles of association of the Company as adopted (as may be amended from time to time);

Board means the Directors of the Company, or such of those Directors present at a duly convened meeting of the Directors at which a quorum is present in accordance with the Articles;

Business means the business of the Company (including any Subsidiaries) as described in clause 4 and/or such other business as the Members may unanimously agree from time to time in writing should be carried on by the Company;

Business Day means any day (other than a Saturday or Sunday) or a bank or public holiday in England and Wales;

Completion means the performance by the parties of their respective obligations under clause 5;

Confidential Information means any financial or other information in respect of the Company or the Business or the Members (in the case of the Company) or any other Member (in the case of a Member) or any matter subject to or in connection with this Deed;

Deed of Adherence means a deed of adherence to this Deed in the form set out at Schedule 2 or such other form as the Members may prescribe;

"A" Director means a Director appointed by an "A" Member in accordance with article 21.1.2 from time to time;

"B" Director means a Director nominated by a "B" Member in accordance with article 21.1.3 and appointed in accordance with article 21.1.4 from time to time;

"C" Director means a Director appointed in accordance with article 21.1.5 from time to time;

Director means any duly appointed director of the Company from time to time;

Encumbrance means any mortgage, charge, pledge, lien, assignment by way of security, option, refusal, other preferential arrangement, third party right or interest, security interest of any kind or other arrangement having similar effect;

Financial Year means the year commencing 1 April and expiring on the subsequent 31 March;

FOIA means the Freedom of Information Act 2000;

Information has the meaning given under section 84 of the FOIA;

Lease Assignment Documents means the assignment documents assigning leases held by a Member to the Company.

London Councils means the cross-party organisation that represents that represents London's 32 local authorities;

"A" Members means the Members of the Company designated as "A" Members in accordance with the Articles from time to time;

"B" Members means the Members of the Company designated as "B" Members in accordance with the Articles from time to time;

Member(s) means the "A" Members and the "B" Members and any other body or person admitted to Membership by consent of the Members and designated as an "A" Member or a "B" Member from time to time in accordance with the Articles and this Deed;

Members' Representative Board means a board comprising the Voting Representatives as described in clause 3;

Nominated Director means a Director appointed pursuant to Clause **Error! Reference source not found.** of this Agreement;

Normal Trade Credit means the credit which arises when a supplier of goods and/or services allows the Company to pay for those goods and/or services at a date which is later than the date upon which they are supplied to the Company;

Operational Date means the date upon which the Company commences the provision of the Services;

Ordinary Resolution has the meaning given to it by section 282 of the Act;

Project Documents means the documents agreed between the Members relating to the operation and funding of the Company including (as applicable) the Service Level Agreement, [the Secondment Agreement] [and the Lease Assignment Documents];

Public Body means a body governed by public law as defined in the Public Contracts Regulations and **Public Bodies** and **Non-Public Bodies** shall be construed accordingly

Public Contracts Regulations means Public Contracts Regulations 2015 and any statutory modification or re-enactment thereof for the time being in force;

Request for Information shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations 2004;

Reserved Matter means any of the individual management decisions reserved to the Members and requiring the percentage approval listed in Schedule 1;

[Secondment Agreement means the agreement between the Member and the Company for the secondment of employees from the Member to the Company]

Services means the services that make up the Business of the Company to be delivered by the Company under any Service Level Agreement;

Service Level Agreement means a service level agreement made between any Member and the Company for the delivery of Services;

[Service Plan means the plan agreed on a rolling three year basis between the Company and each Member detailing the Services]; and

Subsidiary has the meaning given to it by section 1159 of the Act.

1.2 references to any statute or statutory provisions will, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provisions, or re-enacted in such statute or provisions, and to any subsequent statute or the corresponding provisions of any subsequent statute in force at any time prior to the date of this Deed directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provisions which are in force prior to the date of this Deed;

1.3 references to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships;

1.4 references to clauses, Schedules and Annexures are to clauses of and the Schedules and Annexures to this Deed;

1.5 the Schedules form part of this Deed and will have the same force and effect as if expressly set out in the body of this Deed;

1.6 the headings to the clauses of this Deed and to the paragraphs of the Schedules will not affect its construction;

1.7 any phrase in this Deed introduced by the term **include, including, in particular** or any similar expressions which will be construed as illustrative and will not limit the sense of the words preceding that term.

2 **Consideration**

In consideration of the mutual agreements and undertakings set out in this Deed the parties have granted the rights and accepted the obligations in this Deed.

3 **Delegated Authority**

3.1 Each Member shall nominate one individual (**Voting Representative** as defined in the Articles) to represent that Member at general meetings of the Members, to cast the membership vote and to sign any resolution in writing on behalf of that Member (acting at all times within the bounds of the delegated authority and in accordance with the instructions of the appointing Member in respect of any such resolution).

3.2 Delegated authority shall be in writing in agreed form and served upon the Company.

3.3 A Member may change its Voting Representative from time to time provided that any change shall not take effect until notice has been duly served in writing on the Company.

3.4 The other Members, the Directors and the Company shall have the right to rely on any action taken by a notified Voting Representative acting within his delegated authority.

3.5 The following persons shall be the initial Voting Representatives for each Member on and from Completion:

3.5.1 [Member 1]: [];

3.5.2 [Member 2]: [];

3.5.3 [Member 3]: []; and

3.5.4 [Member 4]: [].

4 **Business Of The Company**

4.1 The Business of the Company is:

4.1.1 to procure accommodation for homeless households and those at risk of homelessness by providing services in connection therewith to:

(a) the "A" Members; and

(b) to any other customers (including "B" Members) as considered appropriate by the Members from time to time provided that any services to non-Members shall always remain incidental to the primary aim of providing services to the Members and do not account for more than 20% of the turnover of the Company in any financial year (or such other percentage of turnover as may be permitted by law from time to time) at all times as set out in Regulation 12 of the Public Contract Regulations;

4.1.2 to undertake the management of accommodation for homeless households and those at risk of homelessness; and

4.1.3 to provide such other services and undertake such other functions as are agreed by the Members from time to time.

5 **Completion**

5.1 Completion shall take place immediately after the execution of this Deed when the parties shall take, or procure to be taken at Board and Members' meetings of the Company the following steps, to the extent not already taken:

5.1.1 the appointment or designation of the following persons as Directors as appropriate:

Name	Appointment or designation
[]
[]
[]
[]

5.1.2 the adoption of the agreed form articles of association as the Company's Articles.

5.2 Not later than the Operational Date the relevant Members and the Company shall enter into such of the Project Documents as each relevant Member considers necessary.

6 **Conduct Of The Company's Affairs**

6.1 Each Member covenants with the other Members that so long as this Deed remains in force and effect it will so far as it is reasonable for it to do so:

- 6.1.1 be just and true to the other Members and act in good faith;
- 6.1.2 as soon as practicable notify the Company of any matters of which it becomes aware which may affect the Company or the Business;
- 6.1.3 generally do all things necessary to give effect to the terms of this Deed;
- 6.1.4 take all steps available to it to ensure that it is represented at meetings of the Board or any committee of the Board or general meetings has the necessary quorum throughout;
- 6.1.5 consider the Company as a potential supplier for all activities that form part of the Business;
- 6.1.6 for each "A" Member, provide the Company [by no later than [30] days following the end of each financial year] with a report in writing on the percentage of that "A" Member's total procurement of dwellings to support the discharge of their statutory responsibilities for homeless households (or those at risk of homelessness) that has been undertaken for it via the Company in that preceding financial year; and

- 6.1.7 keep the Company fully informed of its activities that are relevant to the Business and of any plans it may have to enter into a material contract with a third party for services that are similar to the Services or any of part of them.
- 6.2 Subject to clause 12 the Board shall be responsible for the day to day management of the Company in accordance with the Annual Business Plan and without prejudice to the generality of the foregoing shall:
- 6.2.1 transact all its business on arm's length terms;
- 6.2.2 maintain, with a well-established and reputable insurer, adequate insurance against all risks usually insured against by companies carrying on the same or a similar business and (without prejudice to the generality of the foregoing) for the full replacement or reinstatement value of all its assets of an insurable nature;
- 6.2.3 keep proper books of account and therein make true and complete entries of all its dealings and transactions of and in relation to the Business;
- 6.2.4 prepare its accounts in accordance with the Act and in accordance with all applicable accounting standards and principles and practices generally acceptable in the United Kingdom;
- 6.2.5 prepare such accounts in respect of each accounting reference period as are required by statute and procure that such accounts are audited (where required) as soon as practicable and in any event not later than four months after the end of the relevant accounting reference period; and
- 6.2.6 within 6 weeks after the end of each quarter (the first quarter starting on the date of this Deed), prepare quarterly management accounts (including once the first six months have elapsed budget forecasts by comparison to their respective business plans).
- 6.3 Any surpluses generated from providing Services to both Members and any third parties shall be applied solely in promoting the Company's objects.
- 6.4 Nothing in this Deed shall prevent the Company from providing services to non-members, provided that:
- 6.4.1 this does not impact on the Company's ability to provide the Services to any Member; and
- 6.4.2 the services to non-members do not account for more than 20% of the turnover of the Company in any financial year (or such other percentage of turnover as may be permitted by law from time to time) so as to ensure the Company remains classified as a jointly controlled Teckal company pursuant to Regulation 12 of the Public Contract Regulations 2015.
- 6.5 In the event that the Company is dissolved any capital and assets available for distribution shall be divided between the Members and any former Member(s) in accordance with the provisions of the Articles.

6.6 The Company shall permit any Director to discuss the affairs, finances and accounts of the Company with any members, officers and executives at any time. All books, records, accounts and documents relating to the business and the affairs of the Company shall be open to the inspection of any such person, who shall be entitled to make any copies thereof as he or she deems appropriate to keep the relevant Member properly informed about the business and affairs of the Company or to protect its interests as a Member. Any confidential information secured as a consequence of such discussions and examinations shall be kept confidential by the requesting Member and its designated officers and executives in accordance with the terms of clause 17.

7 **Member Rights**

7.1 Each Member shall have the right to cast one vote on any Member resolution (at a general meeting or in writing).

7.2 The Service Level Agreement will set out the different provisions applicable to A Members and B Members. This will include the ability for only the A Members to receive the benefit of subsidy from the Company to contribute towards the payment of landlord incentives or to top up lease rents.

8 **Funding**

8.1 The Company will be funded through a combination of payment from tenants in respect of delivery of Services, payment from Members contracting with the Company for delivery of Services, payment from Government through grant payment.

8.2 [Individual costs associated with delivery of Services in accordance with any contractual arrangements with the Members will be borne by the relevant Members.

8.3 Any additional operating costs (including applicable profit margin) will be attributed to the relevant Member where possible. Any such costs which cannot be directly allocated to a relevant Member will be apportioned according to the economic/service benefit derived by the relevant Members.

8.4 Any operational savings will be attributed to the relevant Member where possible. Any savings which cannot be directly allocated to a relevant Member will be apportioned according to the economic/service benefit derived by the relevant Members except for an amount which will be retained by the company for future development or asset replacement as agreed by the Board.

8.5 For the avoidance of doubt, the reference to costs in clauses 8.2 to 8.4 includes any applicable profit margin of the Company from time to time and the parties confirm that the charging arrangements are not intended to amount to an exact reimbursement of costs overall.]

8.6 Without prejudice to the provisions of clauses 8.1 to 8.5 above, the Company and the Business shall be financed by such sources as specified in the Annual Business Plan.

8.7 In the event that the Company requires additional finance from time to time, no Member shall be required to provide any such funding or to guarantee or provide any security or accept any other liability with respect to any borrowings by, or loan facilities made available

to, the Company. Any requests for additional funding shall be considered in good faith by the Board and the Members on a case by case basis.

9 Annual Business Plan

9.1 The first Annual Business Plan shall be agreed between the "A" Members and the Company not later than the Operational Date.

9.2 For each subsequent Financial Year:

9.2.1 the Company will (not less than 90 days prior to the beginning of such Financial Year) provide each "A" Member with a draft Service Plan for consideration and the Company will (not less than 30 days prior to the beginning of such Financial Year) agree a Service Plan with each "A" Member; and

9.2.2 the Board will (not less than 60 days prior to the beginning of such Financial Year) cause to be prepared a draft Annual Business Plan for such Financial Year for Board approval.

9.3 Where approval is required from the "A" Members in accordance with clause 9.2, the "A" Members will, not later than 30 days before the beginning of each Financial Year, consider and seek to unanimously reaffirm the draft Annual Business Plan. If the "A" Members cannot agree the draft Annual Business Plan then, notwithstanding that this matter is a Deadlock for the purposes of clause 13, the last approved version of the Annual Business Plan shall remain in full force and effect until such time that a plan is agreed by no less than 76% of the "A" Members or the matter is resolved pursuant to the provisions of clause 13 and the last approved version of the Annual Business Plan shall continue to apply to the Business and the Company for the next Financial Year.

9.4 The "A" Members may consult with the "B" Members and London Councils (in any way that may be determined by the "A" Members from time to time) on the content of the Annual Business Plan to seek their views and comments. For the avoidance of doubt "B" Members and London Councils do not have the ability to approve or reject any aspect of the Annual Business Plan and their role shall be advisory only.

10 Organisation of the Board

10.1 If any "A" Member ceases to be a Member then that "A" Member shall be deemed to have served notice to remove from office any "A" Director appointed by it and shall not be entitled to appoint any "A" Director in their place.

10.2 If any "B" Member ceases to be a Member then that "B" Member shall be deemed to have served notice to remove from office any "B" Director appointed by the "A" Members following nomination by the "B" Member and shall not be entitled to nominate a "B" Director in their place.

10.3 Upon such removal or resignation from the office of Director or termination of employment the said Member will use its best endeavours to procure that any such Director shall deliver to the Company a letter signed as a deed and/or the required statutory form of compromise agreement (at the Company's option) acknowledging that he or she has no claim outstanding for compensation for wrongful dismissal or unfair dismissal or entitlement to any payment for redundancy or in respect of any other moneys or benefits due to him or her

from the Company arising out of his or her employment and/or its termination. In any event, the said Member shall be responsible for and shall indemnify the other Members and the Company against any claim (save for unpaid salary and benefits) by such Director for unfair or wrongful dismissal or any other claim whatsoever arising out of such Director's removal from office as a Director and/or the termination of his or her employment.

10.4 Any Member exercising its right under the Company's Articles to remove a Director shall be responsible for and shall indemnify the other Members and the Company against any claim (save for unpaid salary and benefits due up to the date of their removal) by such Director for unfair or wrongful dismissal or any other claim whatsoever arising out of such removal from office as a Director and/or the termination of his or her employment.

10.5 The Board may in its absolute discretion create sub-committees and delegate such responsibilities as it sees fit provided always that the provisions of clause 13 shall always apply.

10.6 Subject to clause 10.7, the Board shall have a Chairman, who shall be appointed in accordance with article 21.9, article 21.10 and Schedule 1.

10.7 If a Chairman is unable to attend any meeting of the Board, the alternate appointed by the Board shall act in his place.

10.8 This clause 10 shall also apply to any Director who is also a director of any Subsidiary.

11 **Board and Meetings**

11.1 The Board shall be composed as set out in the Articles and shall comprise directors appointed in accordance with the provisions set out below in this clause 11.

11.2 **Appointment and Removal of Directors**

11.2.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director.

11.2.2 Directors shall be designated as "A" Directors, "B" Directors or "C" Directors in accordance with article 21.1 of the Articles.

11.3 All Board meetings shall be held at a venue reasonably convenient for all the Directors (including, for the avoidance of doubt, by video-conference or other virtual means).

11.4 A Board meeting will be held at least four times in each calendar year, with no more than four months between each meeting.

11.5 The Company shall ensure that:

11.5.1 each Director is sent papers (which may be sent by electronic means if agreed) for Board meetings (including but not limited to an agenda and details of any specific resolutions to be put to the meeting) no less than five Business Days before the date of such meeting.

11.6.3 Any Member which requests the Company to do so:

- (a) is sent papers (which may be sent by electronic means if agreed) for all Board and all general meetings of the Company (including but not limited to an agenda and details of any specific resolutions to be put to the meeting) no less than five Business Days before the date of such meeting;
- (b) is sent all draft minutes within fourteen Business Days of the Board or general meeting; and
- (c) is permitted to send a representative (who may be a councillor) to speak on a matter of business at Board meetings subject to seeking the prior written permission of the Chair of the Board.

12 **Reserved Matters**

12.1 The Company will not, and the Members shall exercise their powers in relation to the Company to procure that (save as otherwise provided or contemplated in this Deed) the Company will not, undertake those matters set out in Schedule 1 without the consent of the requisite percentage of "A" Members set out in Schedule 1.

12.2 Clause 12.1 shall also apply to any Subsidiary of the Company.

12.3 Notwithstanding any other provision of this Deed or the Articles, no new member (irrespective of whether they are admitted as an "A" Member or a "B" Member) shall be admitted to the Company without such member entering into a Deed of Adherence whereby such new member agrees to be bound by the terms of this Deed.

12.4 **Unanimous Decision Making**

12.4.1 The Members agree that no changes will be made that would be detrimental to one or more of the Members even if of benefit to others and that the Members shall work collaboratively to seek the agreement of all of the Members and the Members further agree their respective Voting Representatives will informally meet with representatives of the Board or the Directors as necessary to consider and discuss strategic areas of Company Business at a Members' Representative Board.

12.4.2 Where a potential Reserved Matter decision or any item for discussion has the potential to be detrimental to one or more of the Members the matter shall first be considered by the informal meeting of the Voting Representatives at a Members' Representative Board.

12.4.3 If having considered the proposed resolution or the item for discussion the Voting Representatives or any of them are of the opinion that it is unlikely to be passed unanimously at a general meeting (or in writing) they may notify the person or body which has proposed the resolution or item of their concerns, and the reasons for them, and require them, within such time as is reasonable in the circumstances, to formulate an alternative proposal or proposals which address the concerns and submit them to a meeting of the Members' Representative Board to be held within such time as is reasonable in the circumstances following receipt of the alternative proposals (or such later meeting of the Members' Representative Board as shall be agreed) for further consideration.

12.4.4 The Members' Representative Board shall consider the alternative proposal or proposals submitted to them and notify the person or body proposing the Resolution of any further concerns, and the reasons for them, which they have.

12.4.5 The person or body requiring the resolution shall then finalise the wording of the resolution on the Reserved Matter or item for decision to be put to the vote at a general meeting of the company (or in writing) having due regard to the comments made by the Members' Representative Board.

13 **Deadlock**

13.1 **Meaning of Deadlock**

For the purposes of this clause 13 there shall be a Deadlock if:

13.1.1 a matter constituting a Reserved Matter has been considered by the Members; and

13.1.2 no resolution has been carried by the Members in relation to the matter because of a failure of any Member to consent to such resolution; and

13.1.3 the matter is not resolved within ten (10) Business Days from the date of the relevant general meeting or the end of the period for approval of a written resolution circulated to the Members for consent (as appropriate).

13.2 **Members' obligations**

In any case of Deadlock each of the Members shall (at the request of any Member) within fifteen (15) Business Days of Deadlock having arisen or become apparent, cause the Chairman of the Board, to prepare and circulate to the Members and the other Directors a memorandum or other form of statement setting out its position on the matter in respect of which the Deadlock has arisen and its reasons for adopting that position, but on the basis that such memorandum or statement shall always be prepared and delivered on a "without prejudice" basis. Each Member shall then refer the Deadlock to its Head of Paid Service and such persons shall use all reasonable efforts in the 20 Business Days following such reference to resolve the Deadlock.

13.3 **Failure to resolve Deadlock**

If a resolution of a Deadlock referred pursuant to clause 13.2 is not resolved or is not agreed in accordance with that clause (or such longer period as the Members may agree in writing) the status quo shall prevail unless the Directors resolve that to do so would be detrimental to the proper conduct of the Business in which instance the provisions of clauses 13.4 to 13.7 shall apply.

13.4 The Board shall serve written notice on the Members requiring them to attempt to settle the dispute by mediation (such notice to be served within seven Business Days of the Board meeting at which the decision was passed). On receipt of such notice from the Board the Members will attempt to settle the dispute by mediation in accordance with the model mediation procedures (the **Procedures**) published by the Centre for Effective Dispute Resolution, CEDR Solve (**CEDR**). To initiate mediation, a Member must give notice in writing (**Mediation Notice**) to the other Members.

- 13.5 The Members will seek to agree the appointment of a mediator but, failing agreement within 28 days of the service of the Mediation Notice, any Member may ask CEDR to appoint a mediator.
- 13.6 In the event that there are no Procedures available and CEDR is unable or unwilling to appoint a mediator, any Member may ask the President of the Law Society of England & Wales (or its successor body) to appoint a mediator and to recommend a mediation procedure which the Members shall adopt.
- 13.7 If the matter in dispute is not resolved within 40 Business Days of the service of the Mediation Notice then any Member may (but shall not be obliged to) within fifteen (15) Business Days after expiry of such period serve notice in writing upon the other Members and the Board that the Board shall, at the earliest practicable date:
- 13.7.1 make or concur in the making of a statutory declaration in the terms mentioned in section 89 of the Insolvency Act 1986 (if the state of the Company's affairs permits the making of such a declaration); and
- 13.7.2 convene an extraordinary general meeting of the Company to consider:
- (a) the matter from which the Deadlock arose; and
- (b) the passing of a special or extraordinary resolution to place the Company in members' voluntary winding-up (if such a declaration has been made in accordance with clause 13.7.1) or (in any other case) in creditors' voluntary winding-up;
- such meeting or meetings to be held within five weeks after either the making of any declaration made in pursuance of clause 13.7.1 or (where the state of the Company's affairs does not admit to the making of such a declaration as is mentioned in clause 13.7.1 convene a meeting of the Company's creditors in accordance with section 98 of the Insolvency Act 1986.
- 14 **Intellectual property**
- 14.1 The Members and the Company acknowledge that:
- 14.1.1 any and all Intellectual Property Rights created wholly by the Company in connection with the Business (the **Business IPRs**) shall automatically belong to the Company.
- 14.1.2 any and all Intellectual Property Rights created by the Members in connection with the Business (the **Member IPRs**) shall belong to the Member who created them.
- 14.2 The Company hereby grants to each Member for the time being and for the duration of their Membership of the Company a non-transferable royalty-free licence to use the Business IPRs (as they may be constituted from time to time) to the extent necessary for the purposes of the Business. The Members hereby grant to the Company a non-transferable royalty-free licence (without the right to grant sub-licences) to use the Member IPRs (as they may be constituted from time to time) solely to the extent necessary for the purposes of the Business.

- 14.3 All use of the Business IPRs by the Members pursuant to this Deed, including all goodwill arising from such use, shall accrue solely to the benefit of the Company. All use of Member IPRs by the Company pursuant to this Deed, including all goodwill arising from such use, shall accrue solely to the benefit of the respective Member.
- 14.4 The Company and each Member agree that they shall not, without the prior written consent of the other parties to this Deed, assign, transfer, mortgage, charge or deal in any other manner with any of their rights under this clause 14.
- 14.5 For the purposes of this clause 14, **Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 15 **Withdrawal and Removal of Members**
- 15.1 An "A" Member may cease to be a party to this Deed and cease to be a member of the Company upon giving not less than six months' notice in writing to the Company and the other Members.
- 15.2 A "B" Member may cease to be a party to this Deed and cease to be a member of the Company upon giving not less than three months' notice in writing to the Company and the other Members.
- 15.3 In accordance with clause 6.1.6, at the end of each financial year, the "A" Members shall confirm to the Company the percentage of its total procurement for that "A" Member of dwellings to support the discharge of its statutory responsibilities for homeless households or those at risk of homelessness (excluding nightly paid properties or properties outside of the London area) that was undertaken via the Company that financial year. In the event that this percentage is less than 50% the "A" Members have the discretion to terminate the "A" Member's Membership in accordance with the procedure set out in article 12.14.
- 15.4 For the purposes of the calculation of the percentage referenced in clause 15.3 above, this will be calculated from the date of entry as an "A" Member to the end of that financial year for the initial year of membership, and subsequently shall be calculated every full financial year.
- 15.5 Subject to compliance with the provisions of articles 12.3 and 12.6 of the Articles, in the event that an "A" Member's Membership is terminated in accordance with clause 15.3, the "A" Member may be re-admitted to the Membership of the Company as a "B" Member.
- 15.6 Any Member may cease to be a party to this Deed and cease to be a member of the Company upon giving not less than twelve months' notice in writing to the Company and the other Members.

- 15.7 With the exception of any money reimbursed to a Member under clause 6.5, a Member shall not be entitled to any refund of any amount paid to the Company as a consequence of ceasing to be a party to this Deed or ceasing to be a member of the Company.
- 15.8 On the withdrawal of a Member, their Service Level Agreement will, unless otherwise agreed, be deemed to have been terminated on the date of withdrawal except as otherwise agreed by the withdrawing Member and the Company.
- 15.9 Notwithstanding that a Member shall cease to be a party to this Deed, it shall not be released from any liabilities or rights of action accrued against it under or in connection with this Deed up to the date of its ceasing to be a party and that Member shall continue to be bound by those provisions of this Deed which are expressed to continue following termination of this Deed. The Deed shall continue in force in relation to the remaining parties including any party having entered into a Deed of Adherence.
- 15.10 A Member (the Defaulting Member) shall cease to be a Member in the event that:

- 15.10.1 it commits a serious breach of this Deed; or
- 15.10.2 it persistently breaches this Deed; and

the breach (if capable of remedy) is not rectified within 20 Business Days of written notice having been given to the Defaulting Member requiring it to rectify such breach or breaches and the remaining Members agree by majority vote at a duly convened general meeting or in writing that the Defaulting Member's membership shall cease.

16 Termination Of This Deed

- 16.1 This Deed shall continue in full force and effect from the date hereof until:
 - 16.1.1 all the Members or their successors in title agree in writing to its termination;
 - 16.1.2 there is only one Member of the Company; or
 - 16.1.3 the Company goes into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction approved by all the Members).
- 16.2 Without prejudice to any accrued rights and liabilities of any of the Members, the ongoing rights and liabilities of any Member pursuant to this Deed shall cease automatically upon the cessation of his or its membership of the Company.
- 16.3 Termination of this Deed pursuant to this clause 16 shall be without prejudice to any accrued rights and liabilities of any of the Members.

17 Confidentiality

Each of the parties hereto shall hold in confidence and shall not and shall procure (where applicable) that its employees, agents and contractors shall not without the written consent of the other parties (such consent not to be unreasonably withheld) or as required by any other provision of law divulge to any third party any Confidential Information or use any such information other than for the purposes anticipated by this Deed provided that the provisions

of this clause 17 shall not apply to information which may properly come into the public domain through no fault of the party so restricted.

18 Freedom Of Information

18.1 Clause 17 shall not apply where a party has obtained the written consent of the other parties (such consent not to be unreasonably withheld) to divulge or use any Confidential Information or where Confidential Information is required to be disclosed by any law or statutory or regulatory obligation including without limitation the FOIA and the Environmental Information Regulations 2004 (but only to the extent of such law or statutory or regulatory obligation).

18.2 Each party acknowledges that it and the other parties are subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and each party shall assist and cooperate with the others (at their own expense) to enable the other parties to comply with these Information disclosure obligations.

18.3 Where a party receives a Request for Information in relation to Information which it is holding on behalf of another party, it shall:

18.3.1 transfer the Request for Information to the other party as soon as practicable after receipt and in any event within five Business Days of receiving a Request for Information;

18.3.2 provide the other party with a copy of all Information in its possession or power in the form that the other party requires within five Business Days (or such other period as the other party may specify) of a request from the other party; and

18.3.3 provide all necessary assistance as reasonably requested by the other party to enable that party to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

18.4 Where a party receives a Request for Information which relates to Confidential Information, it shall inform the other parties of the Request for Information as soon as practicable after receipt and in any event within five Business Days of receiving a Request for Information.

18.5 If any party determines that Information (including Confidential Information) must be disclosed under the FOIA, it shall notify the other parties of that decision at least five Business Days before disclosure.

18.6 Each party shall be responsible for determining at its absolute discretion whether the Confidential Information and/or any other Information:

18.6.1 is exempt from disclosure under the FOIA or the Environmental Information Regulations 2004;

18.6.2 is to be disclosed in response to a Request for Information.

18.7 Each party acknowledges that any other party may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of

Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose Information:

18.7.1 without consulting with the other parties, or

18.7.2 following consultation with the other parties and having taken their views into account.

18.8 Notwithstanding the provisions of clause 17 each Nominated Director (whilst he holds that office) will be entitled to make full disclosure to the Member appointing him of any information relating to the Company which that Member may reasonably require.

19 **No Partnership or Agency**

Nothing in this Deed shall constitute a partnership between the parties hereto or constitute one the agent of another and none of the parties shall do or suffer anything to be done whereby it shall or may be represented that it is the partner or agent of a party hereto (save as aforesaid) unless such party is appointed partner or agent of that other party with the consent in writing of that party.

20 **Waiver**

The waiver by any party of any default by any other party in the performance of any obligation of such other party under this Deed shall not affect such party's rights in respect of any other default nor any subsequent default of the same or of a different kind nor shall any delay or omission of any party to exercise any right arising from any default, affect or prejudice that party's rights as to the same or any future default.

21 **Variation**

Any variation of any term of this Deed shall be in writing duly signed by the Members and the Company.

22 **Conflict with Articles**

Where the provisions of the Articles conflict with the provisions of this Deed, the Members agree that the provisions of this Deed shall prevail, to the intent that they shall if necessary in any case procure the amendment of the Articles to the extent required to enable the Company and its affairs to be administered as provided herein.

23 **Notices**

23.1 Any demand, notice or other communication given or made under or in connection with this Deed will be in writing.

23.2 Any such demand, notice or other communication will, if given or made in accordance with this clause 23, be deemed to have been duly given or made as follows:

23.2.1 if sent by prepaid first class post, on the second Business Day after the date of posting; or

23.2.2 if delivered by hand, upon delivery at the address provided for in this clause 23,

provided however that, if it is delivered by hand on a day which is not a Business Day or after 4.00 pm on a Business Day, it will instead be deemed to have been given or made on the next Business Day.

23.3 Any such demand, notice or other communication will, in the case of service by post or delivery by hand, be addressed to the recipient at the recipient's address stated in this Deed or his Deed of Adherence or at such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service.

23.4 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

24 **Costs**

Each of the parties hereto will pay its own legal costs and expenses incurred in connection with the preparation of this Deed.

25 **Severability**

The illegality, invalidity or unenforceability of any clause or part of this Deed will not affect the legality, validity or enforceability of the remainder. If any such clause or part is found by any competent court or authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

26 **Exercise of powers**

26.1 Words denoting an obligation on a party to do any act, matter or thing include, except as otherwise specified, an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or allow infringement of that restriction.

26.2 Where a Member is required under this Deed to exercise its powers in relation to the Company to procure a particular matter or thing, such obligation shall be deemed to be satisfied by such Member exercising its voting and other rights as a member and ensuring that any Nominated Director appointed by it shall procure such matter or thing, subject to the Director acting in accordance with his fiduciary duty to the Company.

27 **Entire Agreement**

This Deed and the documents referred to in it, the Annexures to this Deed and the Articles constitute the entire contractual relationship between the parties in relation thereto and there are no representations, promises, terms, conditions or obligations between the parties, implied or otherwise, other than those contained or expressly referred to therein. This clause does not restrict liability of either party for fraudulent misrepresentations.

28 **Assignment**

The Members shall not assign nor transfer nor purport to assign nor transfer any of their rights or obligations hereunder (other than to a successor body).

29 **Contract (Rights of Third Parties) Act**

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

30 **Law and Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of England and Wales and each of the parties hereto submits to the exclusive jurisdiction of the English and Welsh Courts.

This document is executed as a deed and delivered and takes effect on the date stated at the beginning of this Deed.

DRAFT

Schedule 1**Reserved Matters**

Matters that require seventy-five percent (75%) approval by the "A" Members at a duly convened general meeting or in writing:

1	Permitting the admission of any additional Members of the Company.
2	Adopting or amending the Annual Business Plan in respect of each Financial Year.
3	Forming any Subsidiary or acquiring membership or shares in any other company or participating in any partnership or joint venture (incorporated or not).
4	Amalgamating or merging with any other company or business undertaking.
5	Entering into any arrangement, contract or transaction with either a capital or revenue value over [£500,000] which is not included in the current approved Business Plan.
6	Agreeing the appointment and the appointment terms (including any remuneration terms) of all Directors of the Company Directors.
7	Agreeing any remuneration terms for Directors.
8	Appointing or removing the chair of the Company.
9	Making any petition or resolution to wind up the Company or any Subsidiary.
10	Making any amendment to the Articles or any Subsidiary articles of association, including (without limitation) any rights of the Members.
11	Giving any guarantee to secure the liabilities of any person.
12	Creating any Encumbrance over the whole or any part of the Company or assets of any Subsidiary company.
13	Giving or taking any loans, borrowing or credit (other than Normal Trade Credit in the ordinary course of business) save as specifically provided for in the Annual Business Plan.
14	Any acquisitions, assimilations or asset transfers by or to the Company other than those approved in the Annual Business Plan.
15	The approval of any redundancy of any employees or the approval of any redundancy policy under which the Board will be authorised to make employees of the Company redundant.

16	Establishing any pension scheme in respect of Company employees or the alteration of any pension scheme or arrangements operated by the Company.
17	Any decisions relating to the strategic objectives of the Company (to the extent that these are not in any case reflected by the Company's Annual Business Plan).
18	Creating or granting any encumbrance over the whole or any part of the Company or its business, undertaking or assets other than liens arising in the normal course of business.

DRAFT

Schedule 2

Deed of Adherence

Application for Membership and Deed of Adherence

dated

Parties

- (6) [] of (1) [] (Member 1);
- (7) [] of (1) [] (Member 2);
- (8) [] of (1) [] (Member 3);
- (9) [] of (1) [] (Member 4)

Together the Continuing Members

and

- (10) [Capital Letters] Limited (registered number [] whose registered office is at [] (the Company)
- (11) [name of new member] of [address] (New Member).

Introduction

- (A) The Continuing Members and the Company are party to an agreement dated 2018 (Members Agreement) which regulates their membership of the Company and sets out their respective rights and obligations as Members.
- (B) The New Member wishes to become a Member in accordance with the Company's Articles and the Members Agreement.

Agreed terms

- 1 Words and expressions used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in the Members Agreement. The Effective Date means the date of this Deed.
- 2 The New Member hereby applies to be a Member of the Company in accordance with the Articles and the Members Agreement.
- 3 The New Member confirms that he/she has been supplied with a copy of the Members Agreement and Articles.
- 4 The New Member confirms that he/she has been designated as an ["A" Member / a "B" Member] in accordance with the Members Agreement and the Articles.
- 5 The Company, the New Member and each of the Continuing Members undertake with each other that, from the Effective Date, the New Member shall be admitted to the Company as

Appendix B - DRAFT Members' Agreement

a Member and shall assume all of the rights under the Members Agreement granted to the Members and shall observe, perform and be bound by the provisions of the Members Agreement and Articles as though the New Member was an original party to the Members Agreement.

6 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This Deed of Adherence has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

INSERT MEMBER EXECUTION CLAUSES

THE COMMON SEAL of)

[])

was hereunto affixed)

in the presence of:)

Authorised Signatory

executed as a deed by the)

New Member (acting)

)

)

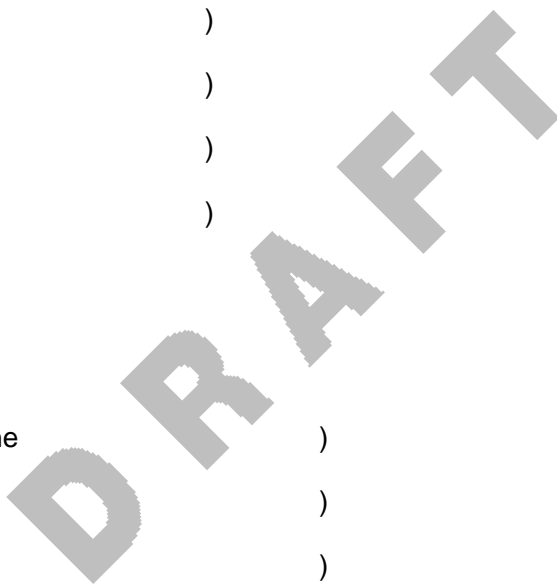
in the presence of:) Signature

witness signature:

name:

address:

occupation:



executed as a deed by **[Capital Letters]**)
Limited acting by *[name of director]*, a director)

in the presence of:) Director

witness signature:

name:

address:

occupation:

DRAFT

Appendix B - DRAFT Members' Agreement

This Deed has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

INSERT MEMBER EXECUTION CLAUSES

THE COMMON SEAL of)

[])

was hereunto affixed)

in the presence of:)

Authorised Signatory

executed as a deed by **[Capital Letters]**)

Limited acting by *[name of director]*, a director)

in the presence of:) Director

witness signature:

name:

address:

occupation:

DRAFT

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Report for: Cabinet on 9 October 2018

Title: Birkbeck Lodge Emergency Temporary Accommodation Conversion Works

Report authorised by: Helen Fisher, Director of Housing, Regeneration & Planning

Lead Officer: Alan Benson, Head of Housing Strategy & Commissioning

Ward(s) affected: Hornsey

**Report for Key/
Non Key Decision:** Key Decision

1. Describe the issue under consideration

- 1.1. This reports sets out a proposal to convert the ground floor of 2-152 Birkbeck Road into 22 units of emergency accommodation. This floor is now vacant following the closure of the Adult Day Care Centre and the Kurdish Community Centre relocating to more affordable premises in 2017.
- 1.2. This type of accommodation is needed to provide accommodation within the borough for households who approach the Council as homeless whilst initial assessments are carried out. This will allow both additional support to be given to these households and also reduce the need to use expensive nightly rate accommodation in or out of the borough.

2. Cabinet Member Introduction

- 2.1. Becoming homeless is often extremely distressing and unsettling and the Council has both a statutory and moral duty to help households at this time of stress. Frequently, the Council needs to place these households in emergency accommodation for an initial period, which can be both outside the borough and at a high cost to the Council.
- 2.2. The creation of Birkbeck Lodge will increase the Haringey's capacity to keep households within the borough during the critical first few weeks. This helps to minimise disruption and allows households to continue to access support networks, both formal and informal.
- 2.3. These units will be of a high standard with en-suite bathrooms and a modern kitchen but will only be used to provide initial emergency accommodation while the Council assesses a household's application and the help it can provide. Where longer term temporary accommodation is needed, households will be offered self-contained accommodation.
- 2.4. This proposal represents both an improvement in the service and support the Council provides to vulnerable households and a considerable saving to the Council with a reduction in expensive emergency accommodation. I therefore recommend this proposal for approval.

3. Recommendations

It is recommended that:

- 3.1. Cabinet approves the conversion of the ground floor of 2-152 Birkbeck Road into temporary accommodation.
- 3.2. Approves the Agreed Maximum Price (AMP) submitted by Engie Limited (Engie) (formally Keepmoat Ltd) for the Birkbeck Lodge Temporary Accommodation Conversion Works.
- 3.3. Approves the total professional fees of £62,951, which represents 6.42% of the contract sum.
- 3.4. Notes the total project costs of £1,043,495.
- 3.5. Authorises Haringey's Legal Department to issue a letter of intent for the amount of up to and not exceeding £98,054 being 10% of the contract sum under the Council's Contract Standing Orders (CSO) 9.07.3 allowing the planned work to start on site as soon as possible.

4. Reasons for decision

- 4.1. The Council uses emergency accommodation such as the type proposed at Birkbeck Lodge to house households who approach the Council as homeless, whilst Homes for Haringey continue to work with the household to explore their housing options. These additional bed spaces will reduce the need to procure expensive and dispersed short-term housing to accommodate households while their applications are being assessed.
- 4.2. The reasons for recommendations 3.2 and 3.5 is to enable the project to commence by issuing the letter of intent and, pending conclusion of the formal contract, the award of the contract to Engie

5. Alternative options considered

- 5.1. The option of doing nothing was rejected as this would leave the space unused and risks squatting and/or falling into long term disrepair.
- 5.2. The option of converting this space into permanent Council housing was considered, but there is a pressing need for more emergency accommodation in-borough for households who approach the Council as homeless. The proposed conversion would not prevent the Council from converting the space it permanent Council housing in the future.

6. Background information

- 6.1. The block 2-152 Birkbeck Road is a Council owned residential block of 75 homes with the ground floor previously occupied by an Adult Day Care Centre which was closed and the Kurdish Community Centre who relocated in more

affordable accommodation. These organisations leased the ground floor of the block from 1999, and handed the keys back to the Council in April 2017.

- 6.2. The proposed conversion will create 22 new double bed spaces which will be used to provide emergency accommodation for homeless households and those being assessed. The conversion was approved by Planning on 14th March 2018. Each unit will have individual shower and WC facilities. The development will include a self-contained wheelchair accessible unit and WC's to DDA compliance including internal ramps. The project details are as follows:

Number of dwellings in project:	1 Lodge with 22 new rooms
Total construction costs:	£980,544
Anticipated contract start on site:	7 January 2018
Anticipated contract completion:	31 st May 2019
Contract duration:	22 weeks
Contractor:	Engie Ltd

Proposed Work

- 6.3. The scope of the work is to refurbish and convert these vacant units to create 22 double bedrooms with en-suites for temporary accommodation. The package of works will include the upgrade of communal facilities, mechanical and electrical services and Fire Risk Assessment (FRA) works.
- 6.4. The building is to be refurbished in line with a specification of works and will comply with current fire and building control standards, with new fire compartmented bedrooms having interconnecting doors to accommodate large families with children.

Facilities

- 6.5. New fixed space heating shall be provided in all rooms, including new mechanically ventilated shower, washbasin and wc rooms. Heating will be provided by a central boiler room and hot water via heat interface units. The fuel supply will be via a quarterly credit meter on a landlord's supply, not a key or card meter.
- 6.6. The wall finishes and flooring of any WC areas shall be easily cleaned and hardwearing, the vinyl flooring will be well fitted and non-absorbent. En-suites will have artificial lighting and shall be adequately heated, and will be properly connected to the existing soil drainage system.
- 6.7. New kitchens will be provided with adequate space for food storage, an adequately sized refrigerator with freezer compartment, sinks and drainer for the number of occupants.

Management and Health and Safety

- 6.8. The premises will be fitted with a suitably sized office for staff managing the site.

- 6.9. An automatic fire detection and alarm system shall be provided to ensure early warning in the event of a fire.
- 6.10. A further access control system will be installed with CCTV cameras and relayed back to Broadwater Farm Lodge, this will allow 24 hr monitoring when outside normal working hours.
- 6.11. The AMP has been developed and priced by one of the Haringey Council Major Works Framework contractors, Engie Ltd, and has been validated by Homes for Haringey's internal Quantity Surveyor.

Consultation

- 6.12. Local residents and stakeholders were consulted as part of the planning application process for the change of use and a Frequently Asked Questions form was sent to all residents in the block. Any residents concerns were answered individually and they will be kept up to date with the project before and during the works.
- 6.13. During the consultation, residents' main concern was that they didn't want the ground floor to remain empty as this would leave it vulnerable to squatting. This scheme addresses this concern.

Tender

- 6.14. The Haringey Council Major Works Framework was tendered through the OJEU process. This consisted of an initial advert requesting expressions of interest from contractors. Contracts that expressed an interest were invited to complete a pre-qualification questionnaire (PPQ) which was used to establish the contractors to be invited to tender.
- 6.15. The tender invitation stated that only four contractors would be appointed to the Framework and that the two contracts that submitted the most economically advantageous tenders (MEAT) would be appointed to deliver years 1 and 2 of the Framework with the work allocated equally between them. The Council retained the right to allocate works to one of the reserved contractors based on the contractor's performance and workload.
- 6.16. On the second anniversary of the commencement of the Framework a mini tender was undertaken between the four contractors on the Framework and the two contractors that provided the MEAT would be awarded the works in equal shares in years 3 and 4 of the Framework.
- 6.17. The four contractors were invited to tender for the Framework based on their preliminaries, overhead and profit costs only as the works to be undertaken would be based on the agreed schedule of rates of the Supply Chain Management Group (SCMG).
- 6.18. This project forms part of the work allocated to Engie Ltd during the fourth year of the Framework. Works are usually allocated on the basis of equal financial amount each year, geographical location of the works involved and experience. This work was allocated to Engie Ltd on the basis that it is in

Engie's geographical location and Engie's previous experience; Engie having carried out similar works for the Council in the past.

- 6.19. Validations surveys have been completed by our in house Senior Quantity Surveyors. Engie Ltd has also undertaken detailed surveys and developed the AMP, which has been validated by Daniel Sackey, the Senior Quantity Surveyor for Homes for Haringey.
- 6.20. The initial works cost estimate for this project was £800,000 and the AMP is £980,544 including provisional sums, design fees and contingencies of £159,901. This is 23% above the original estimate, when excluding contingencies provisional sums and fees the original budget estimate is considered in line with the AMP.

Supervision and Management Costs

- 6.21. Fees and services have been set for this project in accordance with the Construction Related Consultancy Services Framework.
- 6.22. The total fees for this project are £62,951, which represents 6.42% of the contract sum.

Project Team

- Contractor – Engie Ltd
- Senior Quantity Surveyor – Homes for Haringey
- Clerk of Works – Homes for Haringey
- Principal Designers – Homes for Haringey
- Project Management services - Homes for Haringey

Leasehold Implications

- 6.23. There are no leaseholders contained within this project and leaseholders in the block above will not be affected as this will not affect their service charges.

Sustainability Comment

- 6.24. The procurement of materials and components to be used during the Capital Works programme will involve the selection of products that have a positive impact on the environment.
- 6.25. The scheme has been carefully designed where possible to allow for minimising waste during the construction and consideration given to the useful life of the products.
- 6.26. The contractor is registered and complies with the Considerate Constructors Scheme.

Conservation Areas

- 6.27. The properties in this project are not within a conservation area.

Health and Safety Implications

- 6.28. All the contractors who have been successful and accepted onto Construction line, have been assessed as competent under the Construction Health and Safety Assessment scheme (CHAS), which is an industry wide body. They also comply with the requirements of the Council's Health and Safety policy.
- 6.29. The Construction (Design and Management) Regulations 2015 apply to this project and the contractor's Construction Phase Health and Safety Plan will be checked and approved by the Principal Designer before works commence on site.

7. Contribution to strategic outcomes

- 7.1. This proposal supports the objectives of Priority 5 in the Corporate Plan – Creating homes where people choose to live and are able to thrive. In particular, the Corporate Plan notes, *"We will provide realistic and achievable options for people to find housing or alternative housing."*
- 7.2. The proposal is also in line with Objective 2 of Haringey's Housing Strategy 2017-2022 Objective 2 – Improve support and help to prevent homelessness.

8. Statutory Officers comments

(Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

Finance

- 8.1. The contract was drawn from the Council's Major Works Framework Agreement and has been evaluated as being the most economically advantageous for this type of work.
- 8.2. The scheme is estimated to cost £1,043,495, inclusive of professional fees.
- 8.3. The property is HRA property. Thus the cost will be funded from the HRA capital budget. There is fund in this budget to cover this cost.
- 8.4. The property, prior to being empty, generated a total income of £16,500 per annum to the HRA, by way of rental income received from the Kurdish Advice Centre.
- 8.5. The conversion is estimated to generate an income sufficient to cover the running costs of the Hostel, in addition to this income, there is a benefit to the General Fund (GF) as this means a saving in the net cost of housing 22 homeless households in the GF.
- 8.6. There are no leaseholders within this contract therefore no leasehold recharges need to be considered for this project.

Procurement

- 8.7. Whilst Strategic Procurement (SP) has had no direct involvement in this procurement, it notes that the Haringey Council Major Works Framework was tendered through the OJEU process.
- 8.8. SP notes that this project forms part of work allocated to Engie Ltd during the fourth year of the Framework.
- 8.9. SP acknowledges that this Agreed Maximum Price (AMP) has been validated by the Senior HfH Quantity Surveyor.
- 8.10. SP acknowledges that the total cost of £1,043,495 is inclusive of professional fees.
- 8.11. SP has no objections to Engie's submission for the conversion of Birkbeck Lodge into temporary accommodation units for the agreed maximum price (AMP) of £980,544.
- 8.12. SP has no objections to the approval of the total professional fees of £62,951 which represents 6.42% of the contract sum.
- 8.13. SP has no objection under CSO 9.07.3 to approve the issuance of a Letter of Intent up to the value of £98,054 which is 10% of the contract sum.

Legal

- 8.14. The Assistant Director Corporate Governance has been consulted in the preparation of this report and comments as follows
- 8.15. At the Cabinet member signing on the 15 December 2017 the Cabinet Member for Housing, Regeneration and Planning delegated authority for approval of individual AMPs for contracts let under the Major Capital Works Framework (the "Framework") for the remainder of the duration of the Framework, up to the value of £6.5 million, to the Strategic Director Regeneration, Planning and Development after consultation with the Cabinet Members for Housing, Regeneration and Planning and for Finance and Health.
- 8.16. Pursuant to CSO 9.07.3 a Director may approve the issuance of a letter of Intent for the sum not exceeding £100,000 or 10% of the total contract price pending the execution of a formal contract if satisfied that it is in the best of interest of the Council to do so and as such the Strategic Director Regeneration, Planning and Development has the authority to approve the issuance of a Letter of Intent up to the value of £98,054 which is 10% of the contract sum.
- 8.17. The Assistant Director of Corporate Governance sees no legal reasons preventing the Strategic Director of Regeneration, Planning and Development from approving the recommendations in the report.

Equality

- 8.18. The Council has a public sector equality duty under the Equalities Act (2010) to have due regard to:
- i. Tackle discrimination and victimisation of persons that share the characteristics protected under S4 of the Act. These include the characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (formerly gender) and sexual orientation.
 - ii. Advance equality of opportunity between people who share those protected characteristics and people who do not.
 - iii. Foster good relations between people who share those characteristics and people who do not.
- 8.19. This report relates to the award of a contract for the conversion at Birkbeck Lodge into temporary accommodation for one of the most vulnerable groups in our community.
- 8.20. Provision of these units will increase the opportunity to place them within the borough and receive support while their applications are being assessed. This will particularly benefit protected groups such as BAME and female headed households who are over-represented in this client group.
- 8.21. The tendering process requires the contractors to provide their Equality and Diversity policy as part of their tender return to demonstrate their compliance with the equalities legislation.
- 8.22. An Equalities Impact Assessment, which covers the use of Birkbeck Lodge, was complete earlier in the year as part of the Supply Plan and Temporary Accommodation allocations policy.

9. Use of Appendices

N/A

10. Local Government (Access to Information) Act 1985

- 10.1. Link to planning application:
<http://www.planningservices.haringey.gov.uk/portal/servlets/ApplicationSearchServlet?PKID=324608>
- 10.2. Temporary accommodation placements policy:
https://www.minutes.haringey.gov.uk/documents/s88241/Supply%20Plan%20Cabinet%20report_Oct16%20App3%20TA%20EqIA%20v2%200.pdf

Report for: Cabinet 9th October 2019

Title: Award of Contracts for Integrated Haringey Adult Substance Misuse Treatment and Recovery Services



Report authorised by : Will Maimaris, Interim Director of Public Health

Lead Officer: Sarah Hart 020 8489 1480 sarah.hart@haringey.gov.uk

Ward(s) affected: All

**Report for Key/
Non Key Decision:** Key Decision

1. Describe the issue under consideration

- 1.1. To request cabinet approval to award the contracts for provision of adult substance misuse services to Haringey residents experiencing drug and alcohol problems, their families and friends, in accordance with Contract Standing Order (CSO) 9.07.1 (d).
- 1.2. In an open tender process, the recommended providers submitted a strong tender bid that clearly demonstrated their expertise and commitment to providing the services required and meeting the service outcomes as specified. They have a strong track record of delivery of substance misuse services in Haringey and were able to demonstrate a number of areas of added value.
- 1.3. Subject to approval being granted, the contract shall be awarded for a period of four years commencing from 1st January 2019 to December 2023 with an option to extend for 2 years and a further period of 2 years.

2. Cabinet Member Introduction

- 2.1. Problems with alcohol and drugs remain an issue for many of our residents but I note that it is often those from the most economically deprived areas that seek help. As well as a reduction in life expectancy, substance misuse can potentially affect other areas of their life such as employment, education, social interactions with family and friends, wellbeing of children and may result in crime. There continues to be a high demand to provide accessible, integrated and robust service for our residents.

- 2.2. Therefore, it is important for the Council to continue funding substance misuse treatment services for early prevention and ongoing help and to continue to deliver improved performance and outcomes for Haringey residents. This will enable the Council to meet its responsibilities in line with Corporate Plan priorities 2 and 3; Improve health and wellbeing of local populations and reduce health inequalities across the life course, particularly in hard to reach groups and reduce drug and alcohol-related crime in the borough.
- 2.3. I would therefore support the outcome of this tender process to award the contracts as stated in 1.3 to fully embed the substance misuse service for the benefit of Haringey residents.

3. Recommendations

- 3.1. For Cabinet:
To approve the award of contracts to the successful providers in accordance with Contract Standing Order (CSO) 9.07.1(d) for an initial term of 4 years commencing from 1st January 2019 to December 2023 with an option to extend for a period or periods of up to a further 2 years and another 2 years at a total value of £14,671,695.53 for the initial 4 years and the total value of £29,508,286.21 over the 8 years as follows:

Lot 1 – Specialist Drug Service	Lot 2 – Specialist Alcohol Service	Lot 3- Recovery Service
The successful tenderer to commence on 1st January 2019 for a 4-year contract.	The successful tenderer to commence on 1 st January 2019 for a 4-year contract.	The successful tenderer to commence on 1 st January 2019 for a 4-year contract.
With an option to extend the contract for 2 years and another, further 2 years.	With an option to extend the contract for 2 years and another, further 2 years.	With an option to extend the contract for 2 years and another, further 2 years.

Table 1. Brief summary on the outcomes of the tender

4. Reasons for decision

- 4.1. The Council is responsible for ensuring that there are accessible effective substance misuse treatment services for the local residents. In 1 April 2013, the responsibility of commissioning of substance misuse services was transferred from the NHS to local authorities, resources for these services were transferred within the ring fenced Public Health Grant.
- 4.2. The recommendations as outlined in section 3 are based on those providers who scored the highest Most Economical Advantageous Tender (MEAT) scores and therefore would offer the best value to Council in terms of quality and price. The quality component of this tender was 60% and 40% price. The quality

component is deemed to be of importance as part of the service provision is of a clinical nature and as such compliance with standards are crucial.

5. Alternative options considered

- 5.1. The tendering of these services is part of public health's wider commissioning plan and an agreed Business Case for the tendering of drug and alcohol contracts. The existing Council-held contracts for these services are due to end in December 2018.

6. Background information

- 6.1. It is estimated in the UK that 595,131 adults are alcohol dependent drinkers and drink at levels that increase their risk of health harm. Alcohol is a casual factor in over 60 medical conditions such as cancer, cardiovascular disease (CVD), liver disease and mental health problems. Furthermore, drug misuse and dependence is a key contributor to premature death. In 2016, England reached the highest record of 2,383 drug deaths.
- 6.2. Drugs: In Haringey the current prevalence estimates of crack, cocaine and opiate users is 2424, a rate of 14.96 per 1000 population higher than in London and England averages. There were 1296 drug users in treatment during the last financial year.
- 6.3. Alcohol: An estimate of 20.1% of the local population are consuming alcohol at increasing risk and 6.4% at high-risk levels. Haringey has high rates of alcohol related hospital admissions, a rate of 2,685 per 100,000 adults, which is significantly higher than London (2,254 per 100,000 adults) and England averages (2,185 per 100,000 adults).
- 6.4. Substance misuse disproportionately effects those who suffer economic and social deprivation. Haringey's use of substance misuse services reflects this, the majority of those in treatment come from the most deprived areas. These residents enter treatment with complex needs. Of those entering alcohol treatment last year; 63 were parents with children living with them, 27% had a diagnosed mental health problem, 34% were long term unemployed, 6% reported having a critical housing need and further 14% experiencing housing problems. Admissions data from the drug service shows similar levels of complexity with additional health issues like Hepatitis C. Drug use is also associated with crime. The 100 drug-users entering treatment via the criminal justice service were estimated to have committed 90,733 offences in the previous year.
- 6.5. In 2014 Haringey redesigned it's substance misuse services into three main services – drug service, alcohol service and recovery service. The drug and alcohol services are the first access point, offering services that are more clinical. From these services residents progress into the recovery service which offers psychosocial help i.e. counselling, group work, education and employment services. The recovery service also has a strong focus on self-help and peer support. The redesigned model has had successful outcomes and positive feedback from service users.

- 6.6. In retendering the service, it was decided to keep the existing model and just refresh the specifications. A number of stakeholders inputted into the revised specifications including children's services, community safety and service users. Service users expressed a strong desire for increased co production within treatment services and for the recovery service to become more peer led. A brief breakdown of services to be provided in each of the three services can be found at appendix 1.
- 6.7. As part of the re-tendering commissioners agreed to pool resources into the new alcohol service contract. The current Alcohol service is funded separately by Adults Commissioning, Housing Related Support, Clinical Commissioning Group (CCG), Better Care Fund and Public Health (See appendix 2 for full details on external funding). Going forward joint commissioning will ensure best use of resources.
- 6.8. The retendering process took into account the wide variety of expert stakeholders (see table 2). Experts inputted into service specifications, method statement questions and bid scoring. Providers were asked to demonstrate their delivery skills in the treatment of substance misuse and other areas including safeguarding the children of substance misusers, tackling domestic violence, reducing reoffending and co-production with service users.

Table 2. Key Stakeholders involved in the evaluation process

Lot 1 Drug treatment and Criminal Justice Service	Lot 2 Alcohol Service	Lot 3 Recovery Service
Public Health Senior Commissioner, Substance Misuse Services	Public Health Senior Commissioner, Substance Misuse Services	Public Health Senior Commissioner, Substance Misuse Services
Public Health Adult Commissioning Manager	Public Health Adult Commissioning Manager	Public Health Program Manager
Public Health Program Manager	Public Health Program Manager	2 Service Users
Early Help Operational Manager	Early Help Operational Manager	Strategic Lead for VAWG
Interventions Manager and Substance Misuse Lead, (London Community Rehabilitation Company)	Commissioning Manager (Housing Related Support)	
Public Health Assistant Director	Mental Health Commissioner (CCG)	
Integrated Offender Management (IOM) Strategic Lead	Strategic Lead for VAWG	
Strategic Lead for Violence Against Women and Girls (VAWG)		
Public Health Trainee Dr		

- 6.9. A key objective of the tender was to maximise service user input into the new contracts. To facilitate this Haringey Council commissioned Inspirit Training and Development Ltd to train and support service user co production in the tender process. Service users from local treatment and recovery services participated in all stages of the tender process for Lot 3. This represents a major step forward for Haringey residents in the planning and commissioning of treatment and recovery services. The new substance misuse services will continue to support increasing levels of co-production with service users, friends, family and significant others.
- 6.10. Because need remains static the capacity within the services remains the same, this ensures that residents do not have to wait for treatment and they can access the full range of services. In terms of capacity, the overall contract will provide:
- Advice, information and prevention services to over 2,000 residents.
 - 1000 problematic drug users will be engaged in structured drug treatment.
 - 600 people with alcohol dependency will be treated.
 - 1000 service users will be supported in the recovery service.
- Full details on service targets can be found at appendix 3.
- 6.11. Contract monitoring will be carried out in accordance with key performance indicators as set out in the contract conditions for these services. The intention is to empower service users to be involved in monitoring. Performance is reported up to the Performance Management Group of the Community Safety Partnership Board and to the Health and Wellbeing Board.
- 6.12. The clinical and quality standards of these services are laid down by guidance from the National Institute for Health and Clinical Excellence (NICE) and Public Health England. Public Health undertakes audits against these standards to ensure they are compliant.
- 6.13. At an operational level, Public Health organises a clinical governance group, which is attended by all service managers of local drug and alcohol services in the borough.

7. Procurement process

- 7.1. A market engagement event was held on 26th April 2018 to communicate commissioning intentions and offer potential suppliers the opportunity to raise any questions and present their views. An open tender process was deemed to be the best route to market following the market engagement event.
- 7.2. The tender was advertised by placing a contract notice via the Official Journal of the European Union (OJEU) and Contracts Finder on 23rd May 2018. The tender process opened on the 23rd May 2018 and closed on the 29th June 2018.

A total of 17 organisations, expressed an interest, of which 4 submitted a tender by close of tender. A total of six tenders were submitted across all the three lots.

- 7.3. Tender evaluations were carried out by a panel consisting of Service user representatives as well as experienced officers from the Council and Haringey's Clinical Commissioning Group, including commissioning officers and service leads. The service user representatives were supported by Inspirit to carry out evaluations.
- 7.4. The tenderers were evaluated on the basis of the Most Economical Advantageous Tender (MEAT) with a split of 60% quality and 40% price. Quality was evaluated by a combination of method statements, presentations and clarification meetings.
- 7.5. The tables below detail the score for the successful tenderers for the respective lots. Further information about the tender evaluation is contained in Part B (exempt part) of the report.

Tender scores

LOT 1 Adult Specialist Drug Treatment Service

Tender	Price Scores out of 400 points	Quality Scores out of 600 points	Total Tender Scores	Ranking
Successful Tenderer	391	502	893	1
Tenderer B	400	353	753	2

Table 3. Scores for Lot 1

LOT 2 Adult Specialist Alcohol Service

Tender	Price Scores out of 400 points	Quality Scores out of 600 points	Total Tender Scores	Ranking
Successful Tenderer	398	482	880	1
Tenderer B	400	335	735	2

Table 4. Scores for Lot 2

LOT 3 Adult Recovery Service

Tender	Price Scores out of 400 points	Quality Scores out of 600 points	Total Tender scores	Ranking
Successful Tenderer	400	532	932	1
Tenderer B	213	340	553	2

Table 5. Scores for Lot 3

- 7.6. Contract monitoring will be carried out in accordance with key performance indicators as set out in the contract conditions for these services. The intention is to empower service users to be involved in monitoring

8. Contribution to strategic outcomes

These services are directly linked to the Corporate Plan, in particular Priority 2: 'Empower all adults to live healthy, long and fulfilling lives', which will form part of the strategy to increase successful discharge from drug and alcohol treatment and in Priority 3: 'A clean, well maintained and safer borough where people are proud to live and work' by reducing substance misuse related crime. In addition crosscutting themes within the Communities plan; fair and equal borough; prevention and early help; and working with communities.

9. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)**9.1 Finance**

The new tender price realises annual savings in year 1 against the current price of £167k for Lot 1, £68k for Lot 2 and £485k for Lot 3.

There are slight movements in each of the 4 years of the contract, but in each year the savings equate to £0.7m.

These figures are based on agreement on third party contributions from Public Health, MOPAC, Commissioning, Housing Related Support, Better Care Fund and the CCG.

The successful tender was chosen based on corporately agreed procurement protocols using 60% for quality and 40% for price.

The savings that will result from this re-tender will allow further resources to be applied to the delivery of the council's public health objectives. This work will happen over the next 4-6 months and will be addressed in subsequent council reports.

9.2 Procurement

The tender was carried out by Strategic Procurement aligned with the requirements of both Contract Standing Orders and PCR 2015, the 'Light Touch Regime' (LTR) under which Health & Care provision falls. The LTR requires that contracts with a value exceeding £681k must be advertised in the Official Journal of the European Union and Contracts Finder to ensure adequate competition and wider access to contract opportunity. Further, that such tenders are equitable, transparent and non discriminatory.

The structure of the tender, and integrated service provision supported by pooled budgets of several departments in concert with Haringey CCG provides service efficiencies and secured a best value outcome in the tender. The tender delivered a saving of some £2.8m over the first 4 years of the contract, which should be repeated in the subsequent 2 +2 years if the contract is extended.

Given the profile of substance misuse in borough and its disproportionate affect on the most socially deprived, coupled with its insidious affect on eg criminality, homelessness, family breakdown it is important that this provision meets performance and service outcomes. The contract will be regularly monitored by several means including joint internal /external audits, service user led reviews, consultation and feedback, as well as national drug and alcohol treatment monitoring systems thereby mitigating any risk of service failure, or poor outcomes.

9.3 Legal

9.3.1 The Assistant Director of Corporate Governance notes the contents of the report.

9.3.2. Pursuant to CSO 9.07.1(d), Cabinet may approve the award of a contract if the value of the contract is £500,000 or more and as such Cabinet has power to approve the award of the Contract in this Report.

9.3.3. The Assistant Director of Corporate Governance sees no legal reasons preventing the approval of the recommendations in the report.

9.4 Equality

The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

The service by its nature provides support to our diverse community, including those with the protected characteristics. These contracts have been developed to address health inequalities as identified through the Joint Strategic Needs Assessment. A full Equality Impact Assessment screening form has been completed for this service at the start of this commissioning process.

Providers collect profile data of Haringey residents who access the adult substance misuse treatment services against the protected characteristics on the national database. This gives us quarterly local information, which typically matches the trends for England and London averages. Services will continue to be required to monitor their fulfilment of equalities duties ensuring the equality data is matching the wider need profile and equalities issues is addressed in the next contract.

National evidence suggests women consistently make up a quarter (25%) of the local drug treatment population; The largest proportion of people in treatment in Haringey, are aging whilst younger generations are increasingly less likely to use these drugs; 6% of our clients are from LGBT groups and the largest group of all clients in treatment are White British (34%), followed by Other White (18%) and Black Caribbean (14%).

Recognised from above the new service provision needs to be able to deal with the compounding health issues amongst these groups and therefore the providers were asked to describe how they will identify and involve underrepresented groups in their treatment services such as women with complex needs particularly domestic violence, older people, BME and LGBTQ groups. The new innovations in the services will provide additional support directly relevant to equality groups from BUBIC (peer led service), an Eastern European Communities Lead, Over 50's lead and Female Domestic Violence Worker. The approach of these services will also ensure a range of services are providing choices, geographical access and provision which is culturally sensitive in meeting the needs of our service users and effective in tackling any inequalities and impact on groups that share the protective characteristics or other disadvantaged groups.

10. Use of Appendices

Appendix 1 Brief Description of services to be provided in each lot

Appendix 2 Funding sources for each service

Appendix 3 Targets for each service

11. Local Government (Access to Information) Act 1985

a. Background documents

Information within this report is sourced from:

<http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna>

<https://www.alcoholconcern.org.uk/alcohol-statistics>

<https://www.gov.uk/government/publications/health-matters-preventing-drug-misuse-deaths/health-matters-preventing-drug-misuse-deaths>

Appendix 1: Brief Description of services to be provided in each lot

The principle of the treatment system is that a service user will have one key worker coordinating their care.

Lot 1 – Drugs

- Specialist criminal justice team covering 6 days a week attendance in custody suite, courts, prison, probation, alcohol Identification and Brief Advice (IBA) and Extended Brief Interventions (EBI), key working and reduction of re-offending.
- Harm reduction, pharmacy needle exchange, Hepatitis C testing and treatment.
- Opiate substitute treatment (OST)
- Benzodiazepines treatment
- Engagement and stabilisation services for crack users
- Group and psychosocial interventions for cannabis users, stimulants users, club drugs including legal highs and Chem Sex
- Peer led and mutual aid
- GP led care/ Shared Care
- Parenting work with the Substance Misuse Young Peoples/parenting project and Early Help
- Psychiatry support to the other lots
- Psychology input covering lot 1 and 3
- Friends and family services
- Community care assessment for drug users
- Joint reviews with lot 3

Lots 2 - Alcohol

- Strategic work with the Public Health team in areas including licensing
- Identification and Brief Advice (IBA) training and roll out
- Alcohol awareness and social marketing

- Assertive outreach with street drinkers and homeless reduction services
- Harm reduction groups for those not ready to stop drinking
- Polish/migrant service
- Older persons service
- Substance misuse domestic violence service
- Hospital liaison
- Community detoxification
- Peer led and mutual aid services
- Abstinence day program
- Alcohol services based in GP surgeries
- Alcohol Treatment Requirement (ATR) assessment and provision and links to the criminal justice workers in lot 1 and to Probation.
- Short term counselling for those not requiring recovery services in lot 3
- Community care assessments alcohol

Lot 3 - Recovery

- Pre-contemplative recovery work with lots 1 and 2
- Abstinence and non-abstinence based recovery day programs
- Peer led and mutual aid services
- Referral into Education, training and employment support
- Key working
- Counselling

Appendix 2: Funding sources for substance misuse services

Funding source	Contribution to Drug service	Contribution to Alcohol service	Contribution to recovery service
Public Health	✓	✓	✓
MOPAC	✓		
Adult commissioning – ADP		✓	
Housing related support – street outreach etc		✓	
CCG – hubs and mental health		✓	
Better Care Fund – hospital liaison and link worker		✓	

Appendix 3: Targets

Lo1 1: Drug treatment service

Outcome 1 – improvement in healthy life expectancy	
Indicator	Target
Waiting times within 3 weeks	100%
Number of service users in effective treatment (all adults) a year	1000
Proportion of opiate users in treatment completing successfully ¹	Top quartile
Proportion of non-opiate users in treatment completing successfully ²	Top quartile or within 5%
A minimum threshold completion of TOP at all of these stages will be achieved every month.	80%
Percentage of injecting drug users tested for Hep B and Vaccinated fully (those dropping out before completion can be exempt)	90%
Percentage of injecting drug users accepting Hep C testing (the reason for every one assessed as non appropriate will be reported to the commissioner)	80%
Percentage of those accepting Hep C testing tested	90%
Number of professionals outside of the drug service trained in Naloxone	97% of those in treatment
Percentage of OST clients given Take Home Naloxone	Outside of treatment - THN provision schemes should aim to provide 20 times the number of THN

¹ The denominator includes everyone *in treatment* during in a 12 month period

² The denominator is everyone in treatment during in a 12 month period

	kits as there are drug-related deaths to achieve adequate coverage in the population.
Proportion of new presentations who accept the HBV offer have had a HBV Vaccination	75%
Proportion of Individuals in treatment with a history of injecting with a Hep C Test	90%

Outcome 2 - Reduction of re offending	
Indicators	Target
Inspectors authority (service to support)	Above 15
% offenders tested positive	53%
RA1's and RA4 follow-up appointments	70 (including reasonable excuses)
DRR starts	4.7 per month
DRR completions	To be confirmed
ATR starts	3 per month
ATR completions	To be confirmed
Criminal justice completions opiates	Above 5%
Criminal justice completions non opiates	Above 39%
Criminal justice completions alcohol	Above 40%
Criminal justice representation opiates	Below national average
Criminal justice representation non opiates	Below national average
Criminal justice re presentation alcohol	Below national average
Criminal justice re presentation no opiate and alcohol	Below national average
(a) picked up within 42 days / all referrals from the community Criminal Justice system in the reporting period	Above national average
(b) picked up within 21 days / all journey exits of 'transferred in custody' in the reporting period n (community to prison)	Above national average
(c) picked up within 21 days / all exit dates within the reporting period where exit destination is a partnership and discharge reason is 'transferred not in custody' (prison to community)	Above national average

Outcome 3 - Where a parent using the service has children living with them the service will ensure it has a Think Family approach	
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Indicators	Target
Those entering treatment will be screened for parenting responsibilities	100%
Parent offered an appointment with Parenting services Insight Platform	100%
% of those parents will engage	80%

Outcome 4 - Improved social, economic wellbeing and community involvement: To improve service user outcomes for those with an identified support need in each area	
Indicators	Target
20% of residents using the service are earning and/or spending Time Credits in the service. At least one service user led event per quarter where people are earning Time Credits. All paid events or activities have an option for people to spend Time Credits. At least six events per year where people can spend Time Credits, either at the service, or at a spend partner where the trip is organised by staff/ service	20% earning time credits

Lot 2: Alcohol treatment service

Outcome 1 - Early intervention and prevention: To have a wider strategic focus in the borough on prevention and early intervention avoiding the need for more intensive interventions	
Description	Target
Universal IBA screening –	Allowing on average 300 Haringey residents per month to screen themselves. Of these, we expect 50% to be high risk or dependent.
Total workshops and training attendees	400 90% attendees will feel competent to deliver IBA.
Service will participate in national and lead local alcohol awareness campaigns The service will use a variety of universal and targeted social marketing	1300 health conversations per year

Outcome 2 - Improve health - where appropriate abstinence: Successful completion of alcohol treatment – i.e. reduction of alcohol use to within safe limits	
Description	Target
All programmes - Starting a planned programme (structured treatment) to reduce alcohol use per year	600
All programmes % of those in alcohol treatment who successfully complete	Top quartile
Structured day programme - Minimum of 50 residents wishing to be abstinent completing the programme % completion of the planned programme and or reduction to within safe limits	70%
GP Hubs - Number of service users receiving brief treatment in the GP hubs and number of sessions provided Outcomes as for main services	100 unique individuals and 430 attended appointments
Mental Health Counselling - Number of service users receiving alcohol mental health counselling in hubs % with improved mental health (GAD score)	80 70%
Alcohol Liaison	
80 hospital staff trained on Alcohol-related topics staff trained on IBA Including both IBA and staff trained on managing alcohol withdrawal syndrome (AWS)	At 6 months 90% staff feel the training gives them the skills to complete IBA /manage AWS CQIN targets being met by the service Audit score positives being referred to ALS
400 patients reviewed on wards (including PHE dataset relevant IBA score)	
50 patients supported undergoing medicated alcohol treatment on wards (including PHE dataset relevant medication) 20 early discharges supported	Survey demonstrating satisfaction of medical staff with support offered
Patients accepting EBI receiving “motivational interventions” or “EBI”(provider to provide number) Targeted case study follow-up of one patient per quarter for narrative report of satisfaction of service	60% successful completion of EBI 50% reduced to within safe limits on discharge 90 % satisfaction

	of patients
Link worker	
Quarterly creation/review of Haringey frequent attenders, with monthly review of hospital's ED shared care cohort for alcohol-related repeat attending patients to target	Awareness of who are FA so that they can be targeted
Caseload of 20 to be worked with over 12 months, with outcomes against A&E, Ambulance and Admission activity at NMUH to be provided as each patient reaches 6 months and 12 months post engagement into repeat attending pathway.	Reduction of alcohol related attendances by 70% (if CCG can identify mechanism to do this evaluation)
AUDIT score on exit Alcohol consumption (days out of 28 and units on drinking days) on exit A&E Attendance, ambulance and admission data and relative cost measured against 6 or 12 month period prior to engagement.	Successful completion and reduction of alcohol use 50% to below score 16 50% below 20 70% reduction in attendances directly attributable to alcohol

Outcome 3 - Early intervention and prevention: To prevent homelessness and support service users to sustain independent living	
Description	Target
% of individuals identified as at risk of homelessness or are homeless resolve their housing issues	90%
% of individuals maintained independent living	95%
Number of Street and Community Outreach interventions provided	250 individuals annually
% of homeless individuals referred to the service who began structured treatment	100%

Outcome 4 - Reduce offending and antisocial behaviour: Engagement of those not accessing treatment who are vulnerable or causing antisocial behaviour and/or on social work case loads	
Description	Target
Brief interventions delivered off site	200 individuals annually
Support via key-working	120 unique individuals annually

street drinkers engaged	100 annually
Deliver off site key work sessions	90 annually

Outcome 5 - Improved social, economic wellbeing and community involvement: To improve service user outcomes for those with an identified support need in each area	
Description	Target
<p>Time credits - 20% of residents using the service are earning and/or spending Time Credits in the service</p> <p>At least one service user led event per quarter where people are earning Time Credits</p> <p>All paid events or activities have an option for people to spend Time Credits.</p> <p>At least six events per year where people can spend Time Credits, either at the service, or at a spend partner where the trip is organised by staff/ service</p> <p>Employment to support the successful of the Individual placement support trial - engage up to 275 Service Users for the IPS pilot</p>	20% earning time credits

Outcome 6 - To ensure the welfare of the children of substance misusing parents	
Description	Target
Those entering treatment will be screened for parenting responsibilities	100%
Parent offered an appointment with Parenting services Insight Platform	100%
% of those parents will engage	80%

Lot 3: Recovery service

Description	Yearly
Number of clients who have recovery plan input from the service	2000
Number of clients active in the recovery service (tier 2 and 3)	1000
% with positive improvements in TOP	90%
Number attending intuitive thinking skills	30
Haringey Time Credits	
Residents using the service are earning and/or spending Time Credits in the service, or at other opportunities in Haringey.	50%
Service user led event/activity where people are earning Time Credits. (All paid events or activities have an option for people to spend Time Credits)	At least one per month
Event where people can spend Time Credits with the recovery service (i.e. celebration event, competition, sports activity, board game session, training, film club) - this could be delivered by volunteers/clients too.	At least eight events per year (two per quarter)
Volunteering, education and work	
Nos supported who are on the IPS trial (these will come via the other services)	Up to 275
Nos securing volunteering	To be identified in method statement
Number of peer mentors	To be identified in method statement
Numbers helped to access ETE services not on the IPS trail	100
Harm reduction	
Smoking cessation	To be identified in method statement
Friends and family	
Number of referrals received per month	10
Number of carers assessed	5
Number of case load	15
Carers assessed to have a support plan	100%
Carers assessed to be provided with onward referrals to Haringey Support services (if appropriate)	100%
Responsibility once identified to contact the carer and arrange a home or community visit	48 hours
End of engagement questionnaires provided to all carers will show an improvement in ability to deal with substance misuse	100%
Improvements in health, wellbeing and employment	100%
Think-Family approach (welfare of the children of	

substance misusing parents)	
Those entering treatment will be screened for parenting responsibilities	100%
Parent offered an appointment with Parenting services Insight Platform	100%
% of those parents will engage	80%

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Report for: Cabinet 9th October 2018

Title: Acquisition of the freehold property at Canning Crescent Health Centre, 276 High Road, Wood Green, N22 8JT

Report authorised by : Helen Fisher - Director of Housing, Regeneration and Planning

Lead Officers: Steve Carr – Interim Assistant Director Economic Development and Growth

Peter O'Brien – Assistant Director for Regeneration

Ward(s) affected: Woodside

**Report for Key/
Non Key Decision:** Key

1. Describe the issue under consideration

- 1.1. The Canning Crescent Health Centre, 276-292 High Road (“Property”), is a former mental health centre located in Wood Green which has been advertised for disposal by Barnet Enfield and Haringey Mental Health National Health Service Trust.
- 1.2. This report sets out a proposal to acquire the Property and repurpose the existing building for community use relating to adults with mental health issues.

2. Cabinet Member Introduction

- 2.1. I am delighted to present this report which offers an opportunity for the Council to acquire a building and so to better meet local needs. Many of us are affected by mental illness at some point in our lives and this is a rare chance for the Council, working in partnership with the NHS, to offer a mix of provision on a single site to enable local residents with poor mental health to enjoy better outcomes. The delivery of new supported living units, the co-location of the Clarendon Recovery College and the creation of a Crisis Care Café in a redeveloped site will together deliver a new offer for local residents.
- 2.2. Haringey is keen to meet residents’ needs by creating more borough based support for those living with poor mental health ensuring that they can enjoy the same outcomes as all residents and reducing the inequalities that they may face. We believe that through this scheme, we can offer a range of interventions to support people with poor mental health to lead healthy and fulfilling lives.
- 2.3. By acquiring this building and securing a continued community use in the heart of Wood Green, specifically targeting support on those who often face barriers

to achieving positive outcomes, we believe we will have a positive impact on the wider Wood Green development area to the benefit of all residents.

3. Recommendations

3.1. Cabinet agree:

- I. To the acquisition of the property known as Canning Crescent Health Centre, 276-292 High Road, Wood Green (as shown edged in red on the plan in Appendix 1) from the Barnet Enfield and Haringey Mental Health National Health Service Trust for a sum of £2.4m and based on the Heads of Terms attached at Appendix 3 of this report. The property is to be acquired for general fund purposes; and
- II. To give delegated authority to the Director of Housing, Regeneration and Planning after consultation with the Director of Finance and the Cabinet Member for Adults and Health, to agree the final terms of the contract.
- III. That the total cost of acquisition (£2.4m plus transaction costs as set out in 6.27) and the costs for the initial development of the project of c£0.3m are met from the Strategic Acquisitions budget within the approved capital programme.
- IV. Note that, subject to further due diligence and development planning, officers intend to return to Cabinet in 2019 for approval of the Detailed Design and Detailed Costs (capital and revenue) and approval to procure the Construction Contract and a Management Agent Agreement.

4. Reasons for decision

- 4.1. The acquisition will benefit the Council by enabling the delivery of supported housing units to serve the need of residents in the Borough and by providing a new improved facility for the Council's Clarendon Recovery College. The proposal will deliver revenue savings for the Council and release land elsewhere in Wood Green for housing delivery.
- 4.2. The revenue savings will be achieved by stepping existing clients down from residential care and/or supported living with a care team into purpose built supported housing on a single site. There are also positive benefits for residents of a supported living scheme within the borough, rather than having to move out of borough to receive the support they need, especially given the proposal to co-locate other provision on the same site.
- 4.3. This is an opportunity for joint working and a fully joined up approach with the Clinical Commissioning Group (CCG) for revenue costs and contribution and also an opportunity for the Council to work closely with a future care provider. This scheme will be a key part of implementing the Council's agreed Supported Housing Transformation Plan and our joint commissioning intentions with the CCG to improve the lives of people with severe mental illness.
- 4.4. The relocation of the Clarendon Recovery College will improve the usage and footfall to this facility, with improved outcomes and greater chance of recovery.

Savings may be made by moving the Clarendon Recovery College to a new property as there is potential to increase the income for the Clarendon Recovery College, to improve its outcomes in terms of independence and thereby to reduce Council subsidy.

- 4.5. The release of the existing Clarendon Recovery College site will contribute to the council's housing targets. Housing is in high demand in the borough with over 3,000 families in Temporary Accommodation and over 9,000 households on the waiting list.
- 4.6. Should Cabinet approve the acquisition of the site there will follow a period of design development, options appraisal, cost planning and development planning. Officers will return to Cabinet for approval of the final development plan. The development plan will include detailed designs and costs for the preferred development option and a funding, delivery and operation strategy.

5. Alternative options considered

- 5.1. The alternative option is not to acquire the property. This would mean that the opportunity to provide 21 units for supported housing within one site will be lost.
- 5.2. Disregarding any hospital care, if provision is not found for the new units, residents will continue to use the alternative residential and other care services in place now from the independent sector, at an annual cost of £690,601 to the Council, with a further contribution of £172,650 from the CCG in joint funding.
- 5.3. In addition to the above, should the project not go ahead, a suitable alternative location would have to be identified for the Clarendon Recovery College before the redevelopment of the Clarendon Road South site could take place.
- 5.4. The Council is in a position to acquire the freehold of the Canning Crescent building prior to market. Should the Council not acquire the property at this stage the site will be sold on the open market. In the event that the Council acquires the property but the project does not go ahead the Council could then sell the site with overage payable to NHS Trust as set out in the draft Heads of Terms.

6. Background information

Social Rationale/ Context

- 6.1. Supported housing is any housing scheme where housing, support and sometimes care services are provided as an integrated package. Some schemes are long-term, designed for people who need ongoing support to live independently, others are short-term, designed to help people develop the emotional and practical skills needed to move into more mainstream housing.
- 6.2. The Supported Housing Transformation Framework (agreed at Cabinet, March 2017) confirmed that there is limited supply of supported housing provision in-borough and demand for supported living settings which promote independence and enablement for people with mental health needs.

- 6.3. The lack of suitable accommodation in the borough contributes to high usage by the Council of residential care services, delayed transfers of care and poor outcomes for individuals including reoccurrence of mental ill health crisis. Haringey has higher rates of residential care usage for mental health than other neighbouring and similar boroughs. All of these issues bring additional costs to both the Council and the wider health and care system.
- 6.4. In Haringey, we have 127 mental health supported housing properties (non-Social Care) which are commissioned from a range of specialist, charitable providers. These operate services from buildings which are not purpose built, though are distributed across the borough. The Supported Housing Review in 2016/17 identified gaps in the services available in Haringey including an undersupply of services, a lack of bespoke facilities and a lack of services for people with complex and multiple needs.
- 6.5. Supported living (which offers Social Care) is purchased from the independent sector and operates from a wide range of buildings, some of which are more recent and are purpose built. The 'market' includes some very good services but they are not working fully within our wider pathways.
- 6.6. We currently have minimal access to short stay/respice care for people with mental health conditions in the Supported Living sector. Respite and crisis services can prevent acute crisis and the homelessness and family breakdown that can accompany it, so we have included seven units within the scheme for this purpose.
- 6.7. A high proportion of adults with mental health needs currently live out of the borough, away from their networks of support, in residential care which is both expensive for the Council and can deliver poor outcomes for users, who have less opportunity to develop their daily living skills and to get back into education, training or employment and so risk becoming more dependent.
- 6.8. Haringey's Adult Community Mental Health Services, provided by Barnet, Enfield and Haringey Mental Health Trust (BEHMHT) in partnership with Haringey Council, were based at the Canning Crescent Centre, delivering a range of services to the community. As part of the NHS Trust's redevelopment of St Ann's Hospital, the teams have now moved back to the St Ann's Hospital site, leaving the Canning Crescent property vacant and surplus to the requirements of any NHS organisations. The Clarendon Recovery College is now the only site other than St Anns with Council or BEHMHT services for adult mental health in the borough.
- 6.9. The Clarendon Recovery College is a community centre for lifelong learning and an educational route to recovery for people experiencing mental health issues. Clarendon Recovery College operates from a building in a light industrial estate near Turnpike Lane on Hornsey Park Road. Haringey has been considering relocation options for the College which would benefit from moving to a more visible and accessible location in more suitable premises.
- 6.10. The Council is seeking to purchase the Canning Crescent building, which is now vacant, and repurpose the building into a multi-use mental health centre. The proposal is to convert the ground floor to house the Recovery College and café

and the upper floors will be converted into a range of supported housing provision. The opportunity to create a multi-use site, with a clear focus on mental health and wellbeing, will support not only those living in the supported living units but the wider community who may be at risk in a deterioration of their mental health. This is a rare opportunity for co-location of mental health provision in a scheme which can be developed to meet the requirements of the different uses intended.

- 6.11. Relocation to the site also offers the opportunity, which is supported by capital funding from the Department of Health, to open a crisis café; a proposal which is strongly supported by users of mental health services and their carers in Haringey.
- 6.12. The supported housing will consist of seven bedsit units and 14 self-contained flats. All 21 units will be for Haringey residents with mental health needs who are either solely Local Authority (LA) funded or joint LA/ Clinical Commissioning Group (CCG) funded (i.e. for each person there will be a level of saving to the Council and a beneficial impact in accommodating and supporting local residents with Mental Health needs locally).

Regeneration Rationale/ Context

- 6.13. Since 2014, officers have been developing an Investment Framework for Wood Green comprising several strategic and delivery documents. The Strategic Regeneration Framework (SRF), adopted by Cabinet in January 2018, sets the direction for the regeneration of Wood Green with a clear vision and objectives, aligning goals and strategies for physical change with those for wider social and economic improvements.
- 6.14. The Council's strategic framework will deliver 6,400 homes and 4,000 jobs through the delivery of highly accessible, sustainable and well-designed places. The regeneration programme will create sustainable neighbourhoods, create jobs for local people and revitalise the town centre.
- 6.15. We recognise that housing and job growth in an existing metropolitan centre will directly affect existing residential and business communities, and the environment. It is vitally important to put in place policies and strategies to ensure that communities are supported and will benefit from the growth and environmental impacts are mitigated.
- 6.16. There are a number of existing social and community assets in Wood Green which are located within development sites identified in the current and proposed planning Site Allocations. The current draft of the Wood Green "Preferred Option" AAP states that adequate re-provision of space for community uses should be provided prior to redevelopment. A new location for community facilities will need to be identified and a deliverable relocation strategy agreed prior to the redevelopment of any site containing existing social and community infrastructure.
- 6.17. Canning Crescent is not a site allocation in the adopted Local Plan or the draft Wood Green AAP. The land has a restrictive covenant on the title to the benefit of L B Haringey, which limits the use "to the purpose of a Health Centre for the

provision of Health Care Services directly to the people of the local community”. For these two reasons this site is well suited for community use and the loss of this land for other uses would negatively impact the pipeline of new community space in the growth area. In line with the covenant, the proposed use would continue to have both Council and NHS functions on site.

- 6.18. Clarendon Recovery College sits within site allocation WG SA 24 in the draft AAP, a site known as Clarendon Road South. Currently the preferred option for the Clarendon Road South site is to redevelop the land for mixed-use development including housing, community space and employment space. The relocation of the Clarendon Recovery College will enable the release of this land in Clarendon Road South for development.

The Opportunity: Canning Crescent site purchase

- 6.19. Canning Crescent was completed in 1994 for the Haringey Health Care Trust; designed by MacCormac Jamieson Pritchard Architects (MJP). The property is a purpose built two-storey community health centre.
- 6.20. The building is brick clad with aluminium framed double glazed windows, it has an unusual roof construction with part pitched part flat roof with tall glazed roof lights. The striking appearance is in part due to the innovative approach to passive ventilation, which is strongly expressed in the diaphragm walls, which rise as a series of chimneys.
- 6.21. Another key element of the design is a central corridor, with double height spaces so daylight can penetrate the ground floor from a series of roof lights. Materials internally include exposed brick walls, cement pillars, wooden and carpet tiled floors. There is vehicular access to the rear of the property from Canning Crescent, leading to a car parking area with space for approximately 10 cars.
- 6.22. Following the decision to relocate the existing operation to the St Ann’s hospital site, a Business Case was approved by NHS Board to dispose of the property with vacant possession. In April 2017, Barnet, Enfield & Haringey Mental Health Trust commissioned a valuation for strategic planning purposes and potential disposal of the property which estimated the market value of the freehold interest (assuming the restrictive covenant cannot be lifted) as £2,750,000.
- 6.23. The disposal procedure involves inviting different “Tiers” to express an interest. No party within the NHS Trust register (Tier 1) expressed an interest, the Expression of Interest period for “Tier 2” applicants (other public/ local authority bodies) started in July 2017. If the property cannot be disposed through this route then the expressed, an interest will be opened up to the market (Tier 3).
- 6.24. Following a period of negotiation between Haringey and Barnet, Enfield & Haringey Mental Health Trust, a conditional offer of £2,400,000 has been accepted, this price has been agreed on the basis that the price represents best consideration to the NHS, a reduction from the original valuation in part recognition of the revenue savings that NHS Trust will benefit from the proposed use of the site. The current draft Heads of Terms for the acquisition are included in Appendix 3.

- 6.25. Delivery of new, therapeutic housing options are vital for us in improving outcomes for people with severe mental illness and providing their care more cost effectively, in the borough. Similarly, the Clarendon Recovery College is a well regarded and effective service which will benefit from improved facilities for its students. Currently there are no alternative sites identified for this.
- 6.26. The Council has been advised by its property adviser G L Hearn on the transaction. They are of the view that the agreed figure of £2.4m reflects a reasonable price reflecting the current use and restrictive covenant and the off market nature of the deal.
- 6.27. G L Hearn have suggested that if released to the market a figure significantly in advanced of £2.4m could be achieved especially if the covenant on the land were lifted. Residential land values would suggest the site could be valued in the region of £3m for this use although a sale would be subject to an overage payment to the NHS. The overall cost of the acquisition can be set out as follows:

Land acquisition	£2,400,000
Stamp Duty Land Tax (SDLT)	£109,500
Legal and property costs	£73,000
Total	£2,582,500

Delivery Options

Adapt vs New Build

- 6.28. As the existing building is relatively new and of some architectural merit the Council appointed the original architects (MJP) to carry out the Feasibility Study and assess the potential and optimum use of the asset as they have detailed knowledge of the original design and construction. A Feasibility Study was commissioned looking at several options for adaption and extension to the existing building and also a demolition and rebuild option.
- 6.29. The preferred adaption and extension option adapts the existing building by extending the structure into the rear courtyard and adding a storey on top of the existing structure. This option provides twenty-one units for supported living/extra care on the first and second floor and 550m² for community use on the ground floor.
- 6.30. The alternative demolition and rebuild option provides twenty-four units in a four storey development. Cost estimates show that the adaption and extension option is significantly less expensive than the new build option. Given the small increase in homes and significant increase in cost per unit of accommodation, the preferred development option is to adapt and extend the existing building.

This is also the preferred option as the existing building is of some architectural merit and refurbishment and adaptation would be less disruptive and reduce landfill.

Funding and Delivery

6.31. Officers have considered two delivery approaches:

1. Haringey deliver building works in house and commission a partner to manage supported housing (Managing Agent Agreement)
2. Haringey enter into a Joint Venture with a Housing Association/ Specialist Partner to deliver the building works and manage the supported housing.

6.32. In either approach, there is an option for Homes for Haringey to take a role in delivering the specialist supported housing management required for this client group.

Delivery in house with Managing Agent Agreement

6.33. Delivery Approach 1 is the preferred delivery approach, this would be managed by the Housing Development and Enabling Team in consultation with the Commissioning Team within Adult Social Care, working in partnership with NHS Haringey CCG.

6.34. Officers have modelled the business case for this option and are satisfied that the business case is sound based on the following assumptions:

6.34.1. The scheme would attract at least £100,000 per unit or more than £2.1m in total in grant funding which in this case would come from the GLA Specialist and Supported Housing Programme. Work to confirm the grant allocation per unit has not yet been completed. Should this GLA grant funding not be approved then the Council would use Right to Buy (RTB) receipts in lieu of the GLA grant. In both instances there will need to be borrowing from the PWLB. The exact level of RTB contribution would depend on the overall level of eligible expenditure incurred in delivering the scheme.

6.34.2. A rental income, set out below, based on the Council charging rents (including service charges) that are higher than social rents. The accommodation is however an exception to the rules under the Welfare Reform and Work Act, and so the Council is free to charge rents notwithstanding those rules, though still subject to tests under the Housing Benefit regulations.

Core Rent	
3 year figure	£409,500
5 year figure	£682,500
30 year figure	£4,095,000

6.34.3. A capital contribution of £950,000 from the the Department of Health for support with the refurbishment costs of seven of the housing units and part of the ground floor space to expand the Clarendon's services to offer a 'crisis café'. This funding has already been secured through a successful capital bid.

6.34.4. A capital receipt for the Clarendon Recovery College site, estimated at £1m. This is based on a scheme providing 18 residential units on the Clarendon Recovery College site in isolation with 50% affordable housing, although this capital receipt has not been factored into any of the value for money calculations in this report.

6.34.5. Net scheme savings to the LBH Adult Social Care budget as summarised in the table below:

LBH Adult Social Care Savings	
3 year figure	-£600,000
5 year figure	-£1,000,000
30 year figure	-£5,900,000

6.34.6. There may be a period where the property is vacant before works can comment on site. The council will look at options for meanwhile use of the building during this period, additional security costs may be incurred.

Next Steps

6.35. Should Cabinet approve the acquisition of the site there will follow a period of design development, options appraisal, cost planning and development planning. Officers will return to Cabinet prior to Planning Application stage for approval of the Detailed Design and Detailed Costs (capital and revenue) and approval to procure the Construction Contract and Management Agent Agreement.

Milestone	Key dates
Cabinet Decision for Acquisition	October 2018
Cabinet Decision to procure Construction Contract and Management Agent Agreement	Q2 2019
Planning Submission	Q2 2019
Site Start	Q4 2019
Completion	Q4 2020

6.36. The budget this next stage of the project is set out in the table below.

Legal/ Procurement	£30,000
Fees and Survey	£150,000
Project Management	£50,000
Vacant Property Costs	£70,000

TOTAL	£300,000
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- 6.37. Subject to the Cabinet decision and the successful acquisition of the site, the site will sit within the Housing Development and Enabling Team who will lead on the design development stage.
- 6.38. Resident involvement: The proposal for Canning Crescent has been informed by the views of users of mental health services, who identify a lack of bespoke provision, particularly of respite/crisis accommodation, as a key issue. The Council and CCG have commissioned a user involvement function in its recent contract for a 'Wellbeing Network', led by Mind in Haringey, which will support the design and development process in the next stage. Haringey will also link with the existing mental health tenant involvement arrangements in supported accommodation services. Students and staff of the Clarendon Recovery College will similarly lead the input into the work on the ground floor so that it will meet the requirements of those who will use the space.
- 6.39. Allocations: Access to the supported housing units will be managed through the well-established pathways between mental health services, Homes for Haringey and social care Brokerage. These pathways are continually improving based on feedback from residents and stakeholders, and we will use the introduction of the respite/crisis accommodation as an opportunity to further streamline these to support people promptly and effectively.

7. Contribution to strategic outcomes

- 7.1. The acquisition of the building will contribute to the Council's strategic outcomes as follows:

Priority 1: Enable every child and young person to have the best start in life, with high quality education – The delivery of this site possibly directly releases the current community facility occupied by the Clarendon Recovery College to enable land assembly for a new mixed use scheme which will provide housing, community space and employment space and a significantly improved road layout.

Priority 2: Empower all adults to live healthy, long and fulfilling lives – this is achieved through the provision of the community centre

Priority 3: A clean and safe borough where people are proud to live – through continuity in the provision of the Clarendon Recovery College.

Priority 4: Drive growth and employment from which everyone can benefit – Enabling employment in both the community and supported housing.

Priority 5: Create homes and communities where people choose to live and are able to thrive – Through the provision of new supported housing/extra care.

8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

Finance

- 8.1 The proposed course action is to delegate to officers authority to acquire the property known as Canning Crescent and subject to further due diligence and development planning, to return to Cabinet in 2019 for approval of the detailed design and detailed costs (capital and revenue) and approval to procure the construction contract and a management agent agreement. This gives rise to both a capital programme effect and a revenue account effect.
- 8.2 It is proposed that the acquisition cost and the works necessary to develop the scheme so that it can be returned to Cabinet will be funded from the capital programme scheme 429 Strategic Acquisitions budget. The report also recommends that Cabinet receive a report once detailed due diligence and development planning has been undertaken. Any proposals for substantive capital expenditure on the scheme will have to be included as part of the Council's budget setting process for 2019/20.
- 8.3 The due diligence and development planning referred to above will in effect form the detailed business case for the operation of the new service and will confirm both the capital cost and the associated revenue cost of the new facility. At this stage there are high level costings based on a number of assumptions that indicate that the scheme is viable and makes a contribution to the MTFS savings requirement. These assumptions are set out below and refer to the first full year of operation.
- 8.4 The capital cost for the acquisition and conversion/ adaptation of the premises are £9.5m. The scheme is assumed to be supported by NHS grant of £0.95m and GLA housing grant of £2.1m (this may be higher due to the type of accommodation being provided). This gives a net capital cost to the Council of £6.486m which needs to be financed. Whilst there is the potential for a capital receipt from the disposal of the Clarendon Road Recovery College this has not been taken into account.
- 8.5 The annual revenue saving once the facility is operational is estimated at £0.137m per annum and arises from stepping down clients from more expensive provision. In addition the Council will receive a core rent of £0.2m per annum. This totals £0.337m per annum of gross expenditure reduction.
- 8.6 There needs to be set against this gross reduction in expenditure the cost of repaying the debt and the interest charges associated with the capital expenditure (an assumed asset life of 40 years has been used) which totals £0.227m per annum. This results in a net saving to the Council of £0.110m. This saving is sensitive to the assumptions used above and the aim should be to improve on them (reduced capital cost and/or increased capital grant – reduced running costs and/or increased revenue income) to enhance the savings.

Procurement

- 8.7 No comments

Legal

- 8.8 The Assistant Director of Corporate Governance has been consulted in the preparation of this report and comments as follows.
- 8.9 The Council has the power under section 120 Local Government Act 1972 to acquire the Property by agreement for the purposes of the benefit, improvement or development of its area.
- 8.10 Where the Council exercises its powers under section 120 to acquire land by agreement the provisions of Part 1 of the Compulsory Purchase Act 1965 (other than s31) applies. The Property is subject to restrictive covenants and where the Council acquires land under that section and the land is used for the purposes of the Council's functions in breach of these covenants compensation may be payable to those entitled to the benefit of the covenants. The acquisition will be subject to an investigation of title to ensure the Property is suitable for the purpose for which the Council is seeking to acquire it for.
- 8.11 The residential units are social housing by virtue of s77 of the Housing and Regeneration Act 2008. They provide accommodation together with personal mental health care to the residents and as such they form a care home within the meaning of s3 of the Care Standards Act 2000.
- 8.12 The Council's freedom to set social housing rents is generally restricted by provisions in the Welfare Reform and Work Act 2016; as a care home, however, the units are excepted from those restrictions by Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016 Regulation 3(1)(j).

Equality

- 8.13 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
 - Advance equality of opportunity between people who share those protected characteristics and people who do not
 - Foster good relations between people who share those characteristics and people who do not.
- 8.14 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.
- 8.15 The decision is to acquire the site of Canning Crescent Health Centre at 276 High Road, Wood Green. This will enable the relocation of Clarendon Recovery College, a Council day centre and education facility for adults with mental health issues, and development of supported housing units on the Recovery College's current site near to Turnpike Lane.
- 8.16 It is noted that the Canning Crescent Health Centre site will be developed into a more appropriate, accessible, and sustainable facility for the service users of the Recovery College. It is also noted that Haringey currently has a shortage of high-quality supported housing units. By delivering improvements to the

Recovery College and facilitating development of supported housing the Council can improve outcomes for adults with mental health issues, who are protected under the Equality Act 2010. We know that BAME residents in Haringey are more likely to experience mental health issues. It is therefore reasonable to anticipate that this decision will have a beneficial impact for a higher number of residents with this protected characteristic.

9. Use of Appendices

Appendix 1 – Site Location Plan

Appendix 2 – Canning Crescent Photo

Appendix 3 – Heads of Terms – exempt

10. Local Government (Access to Information) Act 1985

- a. Wood Green Strategic Regeneration Framework [[link to January 2018 Cabinet Report](#)]

APPENDIX 1
SITE LOCATION PLAN



APPENDIX 2

CANNING CRESCENT PHOTO



Report for: Cabinet 9 October 2018

Title: Extension of the Contract with Housing Reviews Limited for Statutory Homelessness Reviews Function

Report authorised by: Dan Hawthorn – Director of Housing and Growth

Lead Officer: Alan Benson - Head of Housing Strategy and Commissioning

Ward(s) affected: All

**Report for Key/
Non Key Decision:** Key Decision

1. Describe the issue under consideration:

- 1.1. The report seeks approval for an extension of the contract with Housing Reviews Limited (HRL) to undertake reviews of allocation and homelessness decisions under Parts VI & VII of the Housing Act 1996 (“the Act”). The current contract is due to expire on 30 November 2018.
- 1.2. Subject to approval being granted, the contract will be extended for a period of 12 months, from 1 December 2018 to 29 November 2019, with a 6 month break clause. The maximum value of the contract extension will be capped at £50,000. The purpose of this extension is to ensure seamless provision of this statutory duty, at the end of the life of the current contract.

2. Cabinet Member Introduction

- 2.1 The Council has to make the necessary enquiries to be sure that a homeless applicant is eligible for assistance and what, if any, duty is owed to them. These decisions of the authority are open to review. The Homelessness Reduction Act (HRA) now adds additional points at which a review could happen. For the review process to be fully effective there should be seamless delivery of this function. This will ensure the quality of service to applicants, as well as minimising the risk of legal challenges, managing costs and protecting the reputation of the Council. This report therefore recommends extending the current Housing Reviews Contract while officers monitor the impact of the Homelessness Reduction Act and explore other suitable options.

3. Recommendations

It is recommended that Cabinet:

- 3.1. In accordance with Contract Standing Order (CSO) 10.02, approves an extension to the Council's current contract with Housing Reviews Limited for the reviews of allocation and homelessness decisions for a period of 12 months, from 1 December 2018, with a 6 months break clause. This will be at an estimated cost of £20,000, based on current contract rates, but subject to maximum costs of up to £50,000 being incurred if more reviews than currently estimated prove to be required during the contract extension.
- 3.2. Notes that the requested extension will give officers time to track and fully review the impact of the Homelessness Reduction Act 2018 (HRA) on demand for Housing Reviews and develop a service delivery model that will achieve the best possible outcomes in terms of quality and value for money. During the extension period, officers will explore the option of Homes for Haringey or the Council delivering the function internally as well as other suitable options, such as developing a shared delivery solution with other boroughs.

4. Reasons for decision

- 4.1. The Council has statutory responsibilities with regard to reviews under Parts VI and VII of the Act. It can either carry out these reviews itself, or delegate them to third parties under the terms of the Local Authorities (Contracting Out of Allocation of Housing and Homelessness Functions) Order 1996.
- 4.2. The current contract expires on 30 November 2018; so an extension of the contract to HRL for 12 months is required to avoid disruption in the review process. This will also allow for all reviews contracted to HRL to be determined while Officers begin appraising options. Failure to do so would pose a significant risk to the Council.
- 4.3. The rates for conducting reviews would be fixed for the duration of the contract extension and the contractor will be paid in arrears upon completing a review.
- 4.4. The cost of contracting out to HRL the Housing Review function was £19,179 in 2017/18 and the amount spent from 1 April to 12 September 2018 is £12,976. It is expected to cost approximately £20,000 from 1 December 2018 to 29 November 2019, depending on the number of reviews requested, though it is possible that caseloads could increase due to the Homelessness Reduction Act, which is why approval for a maximum cost of £50,000 has been sought. The cost of carrying out the function within Homes for Haringey has been estimated at approximately £50,000 per annum, so using the external provider should deliver savings to the Council.

5. Alternative options considered

- 5.1. ***Asking HRL to continue undertaking reviews beyond the term of the contract without extending the contract:*** If the contract with HRL is not extended for 12 months while a review is taking place, HRL will not be

authorised to carry out reviews on behalf of the Council and any reviews conducted by HRL would be open to legal challenge.

5.2. ***Bringing the reviews function back in-house:*** If the contract was not extended, all cases currently allocated to HRL would have to be passed back to the council immediately to complete. The Council does not have sufficient staffing in place to deliver the statutory reviews function 'in house' from 30 November 2018, when the contract expires. Previous attempts to recruit staff to deliver this function were unsuccessful. The lack of capacity to complete these reviews would result in delays, increased costs and likely legal challenges. However, the option of bringing the reviews function in-house will be fully reviewed during the extension period.

5.3. ***Contracting out the reviews function to another borough's reviews team:*** Southwark Council's Review Team has been conducting reviews on behalf of a number of other London authorities since 2017. If the contract was not extended with HRL, an alternative could be to conclude a contract with Southwark and pass all cases currently allocated to HRL to them, on expiry of HRL's current contract to complete. Officers have not yet appraised the viability of this option and whether it would deliver best value for money and quality. However, the option of contracting out this function to Southwark or another Council will be explored fully during the extension period.

6. Background information

6.1. The duties of Local Housing Authorities to a person who applies as homeless are governed by Part 7 of the Housing Act 1996. The Authority must make such enquiries as are necessary to satisfy themselves whether the applicant is eligible for assistance and what, if any, duty is owed to them. The applicant has the right to request a review of any such decision and decisions relating to the suitability of accommodation offered to them in discharge of the duty owed. If the applicant is dissatisfied with the decision on review, they may appeal to the county court on a point of law. The review of the decision must be conducted by someone who is independent of the original decision and (if an officer) senior in terms of rank or grade to the officer making the original decision.

6.2. There are various points where an applicant can ask the Council to review a decision that it has reached when applying Parts VI and VII Housing Act 1996 to the applicant's circumstances. The Homelessness Reduction Act adds additional points of review around the 'prevention' and 'relief' duties. The main reasons an applicant may seek a review are:

- That the person does not agree with the 'reasonable steps' that the Council has set out in their Personalised Housing Plan.
- That the Council has given notice that a duty owed has come to an end.
- That the Council considers the person to have 'deliberately and unreasonably refused to co-operate' with the homelessness prevention and relief process.

- The Council has considered the person's circumstances and has decided they are not homeless / eligible for assistance / in priority need / that they are intentionally homeless / that they do not have a local connection to the Borough.
- That the accommodation offered is not suitable.

Full details are set out in Chapter 19 of the Homelessness Code of Guidance and the Statutory Regulations¹.

- 6.3. The Council previously had a dedicated officer on a PO4 grade to carry out these reviews. As part of budget savings in 2012/13, the Housing Reviews and Service Improvement Officer post was deleted from the staffing structure. The Corporate Committee Report advised that deletion of the post would provide a significant saving and that the then in-house Community Housing Service would use the provisions of an external provider to undertake some of the statutory reviews, while others would be absorbed into the service using existing resources. The arrangement continued when the homelessness function was contracted out to Homes for Haringey on 29 September 2014.
- 6.4. The Leader approved the contracting out of the statutory homelessness review function to HRL with effect from 1st May 2014 until 30th April 2016. In line with Contract Standing Orders, Requests for Quotation were sent to 3 independent review providers. There is limited choice as this a much specialised area and the only valid expression of interest came from HRL. As a consequence this was the successful tender and a Contract was awarded for less than £50,000 for the initial 2-year term.
- 6.5. HfH intended to bring the reviews function back in-house in 2016 by employing a Reviews Manager. However, the recruitment did not lead to any candidates being shortlisted for interview.
- 6.6. The Leader approved a further 6 month extension (1 June to 30 November 2018) to the HRL contract on 19 April 2018 to ensure the Council was compliant with this duty to enable a full procurement process to be undertaken alongside exploring whether Homes for Haringey could successfully recruit after 3 previous failed attempts.
- 6.7. However, it would be premature to re-tender the housing review contract or deliver the function in house within the extension period due to lack of sufficient data as yet on the demand for housing reviews following the implementation of Homeless Reduction Act in April 2018. Officers need further time to fully investigate the impact of the Act on levels of demand for housing reviews and then develop a robust service delivery option.

7. Contribution to strategic outcomes

¹ Homelessness Code of Guidance

https://assets.publishing.service.gov.uk/media/5a969da940f0b67aa5087b93/Homelessness_code_of_guidance.pdf

7.1 Priority 5 of the Council's Corporate Plan has as its second objective to prevent homelessness and support residents to lead fulfilling lives. This can only be achieved if the Council is able to discharge its full statutory responsibilities on homelessness, including conducting statutory housing reviews.

8. Statutory Officers comments

9. Procurement

9.1 Procurement supports further extension with Housing Reviews Ltd. Service will need to start looking at carrying out a competitive tender process on expiration of extension.

10. Finance

10.1 The existing contract with Housing Reviews Limited for the conduct of reviews of allocation and homelessness decisions will expire on 30th November 2018.

10.2 This report recommends to extend the contract for a period of 12 months, from 1 December 2018 to 29 November 2019 at an estimated cost of £20,000.

10.3 This cost can be contained within the Housing Demand budget.

11. Legal

11.1. The Assistant Director of Corporate Governance has been consulted in the preparation of this report and makes the following comments.

11.2. The Council has statutory functions under Parts VI and VII of the Act in relation to allocation of social housing and assistance of the homeless; they include the function of carrying out reviews of decisions under those parts under s202 of the Act.

11.3. The Homelessness Reduction Act 2018 has increased the number of potential decisions subject to review but has not affected the principles applying either to reviews or to their being contracted out.

11.4. By the Local Authorities (Contracting Out of Allocation of Housing and Homelessness Functions) Order 1996 ("the Order") the Council is permitted to contract out those functions (including the review function) to a third party, provided that any such contract is (i) for no more than 10 years, and (ii) subject to revocation forthwith by the Council.

11.5. The terms of the contract as intended to be extended comply with the Order. The contract is non-exclusive; Homes for Haringey officers continue to be authorised to carry out reviews pursuant (currently) to the management agreement effective 1 April 2016.

- 11.6. By Article 10.06 power to authorise contracting out of Council executive functions is reserved to the Leader, or to Cabinet with the Leader's agreement. The Part VI and VII review functions are executive functions.
- 11.7. The Assistant Director of Corporate Governance sees no legal reasons preventing the Leader from approving the recommendations in the report.

12. Equality

- 12.1 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

- 12.2 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

- 12.3 The decision is to approve an extension of the current contract with Housing Reviews Limited (HRL) to undertake reviews of allocation and homelessness decisions under Parts VI & VII of the Housing Act 1996. The decision therefore primarily affects individuals and groups at higher risk of becoming homeless, including women, younger people, those with disabilities, members of BAME communities, and lone parents. The decision will ensure continuity of service for residents who are vulnerable to homelessness. It will therefore benefit individuals and groups with protected characteristics, including those stated above.

13. Use of Appendices

None

14. Local Government (Access to Information) Act 1985

Minutes from signing of previous decision:

<http://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=435&MID=8793#A157968>

- 14.1.

Report for: Cabinet on 9 October 2018

Title: Mechanical Ventilation Phase 2 (Kenley, Stellar House & Kenneth Robbins)

Report authorised by: Helen Fisher, Interim Director Housing, Regeneration and Planning

Lead Officer: Anthony Wiggins, Interim Director of Asset Management Homes for Haringey

Ward(s) affected: North Tottenham/South Tottenham

Report for Key/

Non Key Decision: Key Decision

1. Describe the issue under consideration

- 1.1 This report seeks approval to award a contract to H₂O Nationwide Ltd for the refurbishment and upgrading of the centralised mechanical ventilation services at Stellar House, Kenneth Robbins House and Kenley. Northolt was also included in the tender, but it will now be omitted pending a decision by Cabinet on the future of the block more generally.
- 1.2 The report also seeks Cabinet approval for the issue of a letter of intent for an amount of up to but not exceeding £52,045, being 10% of the contract sum.

2. Cabinet Member Introduction

- 2.1 This project forms part of our overall council housing capital programme, which this year will see over £45m invested in the borough's council housing stock as part of our five year investment programme which exceeds £250m.
- 2.2 The project will improve ventilation systems in flats and will reduce damp and condensation related issues, while also improving fire safety. 339 homes will benefit from these works.

3. Recommendations

It is recommended that Cabinet:

- 3.1 Approves the award of a contract to H₂O Nationwide Ltd for the refurbishment and upgrading of the centralised mechanical ventilation services at Stellar House, Kenneth Robbins House and Kenley over a contract period of 23 weeks for a maximum sum of £520,458 (rounded up) subject to reduction, in consultation with the contractor and in accordance with Paragraph 3.2 of this report, to omit the cost of the works to Northolt from the tendered sum before the award letter is issued and the signing of the contract.

- 3.2 Delegates the approval of the revised contract value to the Director of Housing, Regeneration and Planning once the cost of Northolt has been removed from the contract.
- 3.3 Approves the total professional fees of £58,114 which represents 11.166% of the contract sum and notes the total project cost of £578,572.
- 3.4 Authorises, under the Council's Contract Standing Orders (CSO) 9.07.3, the issue of a letter of intent for an amount of up to but not exceeding £52,045, being 10% of the contract sum.

4. Reasons for decision

- 4.1 A competitive tender scheme was carried out for Phase two of ventilation works to high rise blocks in the borough and approval of the outcome of the tender is required to allow the contract to be awarded and the planned refurbishment and upgrading of the centralised mechanical ventilation services work to be ordered.
- 4.2 The new system will protect residents within their properties in the event of a fire, as smoke will be detected as it is drawn into the vicinity of the extract grille by the negative pressure in the bathroom or toilet. The airflow valve will shut down isolating the remainder of the riser within 5 seconds and an audible alarm will be activated.
- 4.3 The current systems do not perform to the requirements of the Building Regulations Part F1. An historic combination of double glazing and draught-proofing and the deteriorated condition of the roof fans and ducts has caused a critical reduction of the ventilation rates to dwellings and this could lead to a consequential increase in dampness-related repairs. Restoring the ventilation schemes to beyond their original design performance will greatly reduce these issues and lead to reduced repair costs over the life of the system.
- 4.4 The new system will be a smart, digital solution that has smart air terminals that have Bluetooth technology embedded which enables each terminal to be interrogated, cycle tested and validated as fully functional without access to the property itself and in real time. Further, data from the air terminal can be downloaded via this wireless link to detect instances in which the terminals alarm functions have been activated, the status of the standby battery and whether the device has been disconnected from the mains supply. All of this data is date and time stamped to aid analysis and compliance checking.

5. Alternative options considered

- 5.1 The alternative option is to repair the existing system which could result in on-going maintenance issues and not addressing the potential fire risk.

6. Background information

- 6.1 These four tower blocks each have very similar extract ventilation arranged via large rooftop centrifugal or mixed-flow fans and riser ducts with branches into each dwelling. The extract points served are the internal bathrooms and WCs.

- 6.2 All of these systems are original equipment and the majority are over 40 years old and are, to a large degree out of service.
- 6.3 CCTV surveys have been carried out and have confirmed that the internal surfaces of the ducts are very dirty and would contribute to both the spread of flame and the reduction of airflow rates.
- 6.4 The existing systems can be characterised by these features:
- The ducts themselves represent risk to occupants during fire conditions as do the lack of fire and smoke control equipment.
 - As there is no backdraught prevention and no fire stopping within the ductwork system, then both flame and ambient temperature smoke and products of combustion can be transferred between dwellings via the vertical riser in the event of a fire.
 - The main fans are original and some are out of service and are vulnerable to vandalism.
- 6.5 This project consists of 441 properties within the North Tottenham Area. The project details are as follows:

Number of dwellings in project:	441
Total construction costs:	£520,458 (subject to para. 6.7)
Anticipated contract start on site:	7 th January 2019
Anticipated contract completion:	14 June 2019
Contract duration:	23 weeks
Contractor:	H2O Nationwide Ltd

Proposed Work

- 6.6 The scope of the work (as tendered) included the refurbishment and upgrading of the centralised mechanical ventilation services to the following blocks:

Block	Number of Units
Kenley	105
Northolt	102
Stellar House	106
Kenneth Robbins House	128
Total Number of Units:	441

- 6.7 Following the receipt of tenders and the issuing of the tender report the need to structurally strengthen Northolt became apparent. It is therefore now proposed to omit the ventilation works to Northolt due to the uncertainty regarding the future of the block. As the tenders had already been received, the proposal is to remove Northolt after the approval to award the contract but before the award letter is issued and the contract is finalised. This will be done in consultation with the contractor to agree the revised contract value. This will reduce the total

number of properties covered by the contract to 339 and should result in a contract value of approximately £409,504.

Consultation

- 6.8 A consultation newsletter for residents and key stakeholders was sent out in February 2018. Further consultation will be undertaken by newsletters and on a one to one basis following approval to award the contract.

Tender

- 6.9 Homes for Haringey selected six contractors specialising in Mechanical Ventilation Works from Constructionline (which is a UK register of pre-qualified construction services database fully owned and managed by Capita) who were invited to provide competitive e-tenders via the Delta e-Sourcing Portal. The results have been validated by the project's Cost Consultants, Stace LLP.
- 6.10 Of the six companies that were invited to tender only three tenders were returned. The list of the contractors who were invited are listed in alphabetical order:

Contractor

AJS Ltd
Duct Clean UK Ltd
Farmwood M&E Ventilation
H₂O Nationwide Ltd
P A Finlay Co Ltd
TSG Building Services PLC

- 6.11 Three of the contractors invited to tender submitted a tender which they have agreed are open for acceptance for 26 weeks from the tender return date which was 08/06/18. The value of the winning tender has been rounded up within the report.
- 6.12 The pre-tender estimate prepared by the Homes for Haringey Electrical Engineering Team in July 2016 was £628,760. The difference between the pre-tender estimate and the lowest tender received is £108,302, which is a decrease of 20.81%. The difference in cost has been attributed to the pre-tender estimate being considered high for the proposed works.
- 6.13 All tender submissions were checked for arithmetical errors and none were found.
- 6.14 The Cost Consultant has concluded that the lowest Fixed Price tender in the sum of £520,458 with a Contract Period of 23 weeks, submitted by H₂O Nationwide Ltd represents value for money and is considered to be satisfactory as the basis for a contract.

Supervision and Management Costs

- 6.15 Fees and services for the cost consultant is part of the year 10 Major Work allocation which was based on Construction Related Consultancy Services

Framework that was extended to the 31st March 2018 for major works programme. The breakdown of the fees is within exempt section of the report.

6.16 The total fees for this project are £58,114, which represents 11.166% of the contract sum.

6.17 **Project Team**

- Lead Consultant – Homes for Haringey
- Cost Consultant – Stace LLP
- Clerk of Works – Homes for Haringey
- Principal Designers – Homes for Haringey
- Project Management services - Homes for Haringey
- Tenancy Manager Officer - Homes for Haringey
- Estate Services Officer – Homes for Haringey

Leasehold Implications

6.18 As a result of applications made under the Right to Buy legislation, there are 38 leaseholders living in the properties affected by the works as tendered, described in this report. The 14 leaseholders in Northolt will not be affected by the works because that block will be removed from the contract because the future of the block is unknown.

6.19 Under the terms of their lease the lessee is required to make a contribution towards the cost of maintaining in good condition the main structure, the common parts and common services of the building. Such contributions are recovered by the freeholder through the lessees' service charge account.

6.20 In accordance with The Service Charges (Consultation Requirements) (England) Regulations 2003, the Notice of Intention was served on 21/02/18 and expired on the 22/03/18.

6.21 The Notice of Estimate was issued on 10/08/18 and expired on 12/09/18 excluding Northolt. It gave a description of the proposed works and provided details for the costs of the works.

6.22 The Council is obliged to have regard to any observations from leaseholders on either the first or second notice. Homes for Haringey did not receive any observations or comments from any of the leaseholders.

6.23 The total amount estimated to be recovered from the 38 leaseholders is £55,102.85. This does not include the 14 leaseholders within Northolt.

Sustainability Comment

6.24 The procurement of materials and components to be used during the Capital Works programme will involve the selection of products that have a positive impact on the environment. With the Bluetooth technology this will reduce the need to carry out unnecessary maintenance.

- 6.25 The scheme has been carefully designed where possible to allow for minimising waste during the construction and consideration given to the useful life of the products.

Budget

- 6.26 This project will be funded from the 2018/19, 2019/20 Mechanical & Electrical Budget within the Housing Capital Programme.

- 6.27 Phasing of Expenditure

Financial year	Works	Fees	Total
2018/19	£427,307	£48,067	£517,494
2019/20	£93,151	£10,047	£61,078
Total	£520,458	£58,114	£578,572

Conservation Areas

- 6.28 The properties in this project are not within a conservation area.

Health and Safety Implications

- 6.29 All the contractors who have been successful and accepted onto Constructionline, have been assessed as competent under the Construction Health and Safety Assessment scheme (CHAS), which is an industry wide body. They also comply with the requirements of the Council's Health and Safety policy.
- 6.30 The Construction (Design and Management) Regulations 2015 apply to this project and the contractor's Construction Phase Health and Safety Plan will be checked and approved by the Principal Designer before works commence on site.

7 Contribution to strategic outcomes

- 7.1 This proposal supports the objectives of Priority 5 in the Corporate Plan: To create homes and communities where people choose to live and are able to thrive.

- 8 **Statutory Officers comments** (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

Finance

- 8.1 This report recommends the award of a contract to H₂O Nationwide Ltd for the refurbishment and upgrading of the centralised mechanical ventilation services for the sum of £520,458 over a contract period of 23 weeks.
- 8.2 This report requests the approval for the total professional fees of £58,114 which represents 11.166% of the contract sum and notes the total project cost of £578,572.

8.3 The total project cost of £578,572 approved in this report (8.1 and 8.2) can be contained within the current approved HRA capital programme (Mechanical and Electrical budget) 2018/19 and 2019/20.

8.4 There are 38 properties which belong to leaseholders affected by the proposed works. There will be recharges totalling £55,102.85 to the leaseholders, this will be credited to the Housing Revenue Account to partly fund the capital expenditure.

Strategic Procurement (SP)

8.5 Whilst SP has had no direct involvement in this procurement, it notes that six contractors, specialising in Mechanical Ventilation Works, were selected from Constructionline (which is a UK register of suppliers pre qualified to undertake construction related services) and competitive e-tenders submitted via the Delta e-Sourcing Portal.

8.6 SP acknowledges that the tender results have been validated by the project's Cost Consultants, Stace LLP.

8.7 SP notes that the total professional fees of £58,114 represents 11.17% of the contract sum of £520,458 and brings the total project cost to £578,572.

8.8 SP notes the intention to omit the cost of the works to Northolt from the tendered sum before the award letter is issued and the signing of the contract.

8.9 SP further notes that the above omission will result in a significant decrease in contract sum and related professional fees total.

8.10 SP has no objection to the approval of the recommendations made in section 3 of this report.

Legal

8.11 The Assistant Director Corporate Governance has been consulted in the preparation of this report and comments as follows

Service Charge

8.12 The terms of the Council's standard right to buy lease permit recovery of a proportion of the cost of these works from leaseholders, subject to compliance with the consultation requirements set out in the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the statutory provisions").

8.13 The liability of those of the leaseholders who purchased on the terms of the Council's older right to buy lease is limited (with exceptions) to contributions to

the cost of those works broadly constituting repair; those under the current form of lease are required also to pay a contribution towards improvements.

- 8.14 The statutory provisions set out a two-stage process for consultation with leaseholders, the first setting out the proposed works and inviting comments thereon and nomination of a contractor from whom to seek an estimate, and the second, after obtaining estimates, setting out estimates and inviting comments; in each case the leaseholder is to be given a minimum of 30 days to respond. The Council must have regard to any comments made, and obtain an estimate from a nominated contractor if one (or more) is nominated.
- 8.15 Details of the Council's compliance with those provisions are set out in the body of this report under "Leasehold Implications". Legal Services were consulted on and approved the form of the notices served.

Procurement

- 8.16 This report relates to the procurement of a contract for refurbishment and upgrade works to the mechanical ventilation of several residential towers valued at over £500,000. A contract of this value is not subject to the EU tender regime but is governed by the Council's Contract Standing Orders (CSOs).
- 8.17 Pursuant to the CSO 7.01(c), the Council may procure particular works, goods or services by selecting one or more contractors from Constuctionline in accordance with the criteria applicable to the project, in which case the provisions of CSOs do not apply other than the requirements in CSO 9.07 on award of the contract.
- 8.18 Pursuant to CSO 9.07.1(d), Cabinet may approve the award of a contract if the value of the contract is valued at £500,000 or more and as such Cabinet has the power to approve the award of the contract in this report.
- 8.19 The Assistant Director of Corporate Governance sees no legal reasons preventing the approval of the recommendations in the report.

Equality

- 8.20 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
 - Advance equality of opportunity between people who share those protected characteristics and people who do not
 - Foster good relations between people who share those characteristics and people who do not.
- 8.21 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith,

sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

- 8.22 This report relates to the award of a contract for refurbishment and upgrading of the centralised mechanical ventilation services to four high rise blocks within the borough. The improvement works are intended to improve air quality and reduce the risk of fire spreading between flats for all residents and visitors to the properties, which includes those who share the protected characteristics.
- 8.23 As social housing tenants, the residents of the affected blocks are more likely than the Haringey population to share protected characteristics. For instance, BAME communities, minority religious and faith groups, and lone parents families are all over-represented among social tenants in Haringey as compared to the wider population. Accordingly, this decision will support the Council to meet its Public Sector Equality Duty by working to eliminate known inequalities affecting these groups and by preventing further inequalities.
- 8.24 The tendering process requires the contractors to provide their Equality and Diversity policy as part of their tender return to demonstrate their compliance with the equalities legislation.

9 Use of Appendices

- 9.1 Appendix A – tender evaluation. Appendix A of this report is not for publication as it contains information classified as exempt under paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 in that it contains information relating to the financial or business affairs of any particular person (including the authority holding the information).

10 Local Government (Access to Information) Act 1985

- 10.1 The appendix A of this report is **not for publication** as it contains information classified as exempt under paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 in that it contains information relating to the financial or business affairs of any particular person (including the authority holding the information).

Report for: Cabinet: 9 October 2018

Title: Muswell Hill Health Centre - 54 Muswell Hill London N10

Report

authorised by : Helen Fisher, Director of Housing, Regeneration & Planning

Lead Officer: Steve Carr, Interim Assistant Director for Economic Development and Growth (including Strategic Property)

Ward(s) affected: Muswell Hill

Report for Key/

Non Key Decision: Key

1. Describe the issue under consideration

1.1 The Council acquired a 999 year lease on the ground floor and two floors above at 54 Muswell Hill in 2017. This was part of a land swap for Council property at the Greenfields School, Coppetts Road, which was agreed with the Peter Rigby Trust and the London Centre for Cerebral Palsy and as such was approved by Cabinet in October 2015. The 54 Muswell Hill building was developed by Scarsec under an agreement with the Peter Rigby Trust/LCCP as part of a wider residential scheme, which has recently been completed. Under that arrangement 54 Muswell Hill was handed over by Scarsec to the Council in mid-2017.

1.2 54 Muswell Hill is in a prominent position at the top of the hill just off Muswell Hill Broadway and is currently finished to shell-and-core standard. In the October 2015 decision the upper floors were intended for 6 affordable housing units and the fitting out of them for shared ownership housing was subsequently included in the Council's Capital Programme and more recently included in the Council's housing funding bid to the Mayor of London.

1.3 The Council has been collaborating with the Haringey and Islington NHS Clinical Commissioning Group (CCG) to review the sites from which health and social care is delivered across both boroughs. This is part of the Council's wider objective of securing the highest standard of health and care for its residents by working collaboratively with the rest of the public sector. Our aim is to ensure that all residents have access to high quality care by further integrating primary care with social care and community and hospital health services.

1.4 Three GP practices in Muswell Hill (Rutland House Surgery, The Queens Avenue Surgery and The Muswell Hill Practice) are currently based in residential buildings which are not ideally suited to the provision of primary care services. The 350 sq metre ground floor at 54 Muswell Hill has been developed to shell-and-core standard and would need fitting out. This space has been identified by the CCG and GPs as a good location for a new GP hub for the three GP practices, they having found no other locations in Muswell Hill to replace the existing GP premises. The new Muswell Hill GP hub will eventually accommodate all three GP practices serving around 25,000 patients. The property will provide Muswell Hill with a sustainable and high quality primary care facility which together with the

nearby larger health centre in Hornsey will provide an opportunity to further promote integrated health and care services in the West of Haringey.

1.5 This report seeks authority for the Council to collaborate with the CCG/NHS in order to secure the fit-out of the ground floor space at 54 Muswell Hill as a primary care facility and to grant a lease to the GPs. The lease will be for a term of 25 years. A target date for occupation by the GPs is Autumn/Winter 2019. This is an alternative to the original proposal from the GPs for the Council to lease the building for 125 years to MedicX/Octopus, an international private property and healthcare provider and for this company to act as the effective landlord, which would then sub-lease lease the space to the GPs for 25 years. The Council has instead offered to collaborate directly with the GPs and the CCG to keep it as a public-to-public project and to secure the property for long term retention for public and NHS use.

1.6 The report also seeks authority for delegated authority to be given to that the final terms for the lease of the property to the GPs and the cost and process for fitting out of the space will be agreed by the Director of Housing Renovation & Planning after consultation with the Cabinet Member for Corporate Resources and Insourcing and the Cabinet Member for Adults and Health to agree the fitting out costs and specifications and the final terms for the granting of the lease.

2. Cabinet Member Introduction

2.1 Cllr Tucker, Cabinet Member for Corporate Services and Insourcing (in consultation with Cllr Ahmet, Cabinet Member for Adults and Health).

2.2 We are working with the Haringey and Islington CCG and the NHS to plan future care and health services in the borough, which includes identifying opportunities to deliver new and better buildings from which social and primary care can be delivered. Having worked jointly the CCG and GPs in Muswell Hill over the last couple of years on a range of locations and options we believe that the 54 Muswell Hill property provides the best opportunity to deliver a new GP hub serving up to 25,000 patients. We will work further with the GPs and the CCG and NHS to deliver the fit-out of the property and the Council will then become the landlord, leasing the premises to the GPs and securing the building for primary health and social care use for the long term.

3. Recommendations

3.1 Cabinet is asked to agree:

- a) To the grant of a lease of the whole of the ground floor (outlined red in the plan in **Appendix A**) of the 54 Muswell Hill to the GPs (The Muswell Hill Practice with and on behalf of Rutland House Surgery, The Queens Avenue Surgery) or such other entity as shall be agreed between GPs and the Council subject to draft terms set out in **Appendix B (in draft)** and subject to confirmation by the District Valuer of rent to be paid by the GPs.
- b) That the Council should allocate a sum as set out in **Part B** of this report the approved Capital Programme contingency for the fit out of the ground floor of 54 Muswell Hill as a GP hub to a specification set out in **Appendix C**, with authority

to procure contractors and a facilities management operator to be procured or drawn from available framework panels.

- c) To give delegated authority to the Director of Housing Regeneration & Planning after consultation with the Cabinet Member for Corporate Resources and Insourcing and the Cabinet Member for Adults and Health to agree the final terms for the lease to the GPs and to agree the final costs for the fit-out works, subject to agreement with the NHS/CCG on both the NHS funding and process for securing the fit-out works.
- d) That if agreement with the NHS for funding and the lease with the GPs cannot to be agreed within this financial year, the Council should proceed to market the ground floor space to secure another permitted user in the health and care sector under the planning use-class for the property.

4. Reasons for decision

- 4.1 There are three main GP practices in Muswell Hill N10: The Muswell Hill Practice, Rutland House and Queens Avenue. The premises for all three are undersized for the current patient lists and fail to fully comply with the Disability Discrimination and Equality Act. The allocation of the Council's interest in the ground floor of 54 Muswell Hill for a new health facility will provide a modern facility capable of serving 25,000 patients from one site. The integration of the three practices into one would be gradual and not achieved on the initial opening of the new Muswell Hill building. The Muswell Hill and Rutland House practices intend to merge and would enter into the lease with the Council. Queens Avenue Practice has a lease which runs beyond the likely opening of 54 Muswell Hill and so would not relocate to the new GP hub at the same time as the other two practices. Queens Avenue Practice would also need to make use of another property (yet to be identified) for its storage and back-office support, using separate funding from the NHS outside of this project with the Council.
- 4.2 The Council acquired the property at 54 Muswell Hill in mid-2017 as part of the land swap approved by Cabinet in October 2015. The property was acquired for general fund purposes. The two upper floors are currently part of an affordable housing project previously agreed by the Cabinet. This upper space is to be fitted-out for six shared ownership flats and the cost of this is already included in the Council's Capital Programme and recent housing funding bid to the Mayor for London. The fit-out of these residential units is currently in the procurement stage for completion early in 2019. A decision is needed now on allocating the ground floor of 54 Muswell Hill for the GP hub project so that the entire property, including the residential units on the upper floors, may be completed and occupied by the end of 2019, given that by that stage it will have been vacant for two years.
- 4.3 The ground floor space will provide a long-term location for the delivery of high quality, accessible primary care in Muswell Hill. This joint working with the CCG is a pioneering approach to integrated primary health and part of a wider approach to collaborating with the CCG and NHS on co-location and property requirements. The development will complement the existing, larger health centre in Hornsey (Hornsey Central Neighbourhood Health Centre), which hosts a number of Whittington Health community services, as well as a large GP practice and the

Haynes Dementia Hub. These two locations together will support the Council's ambitions to deliver high quality integrated health and care services in the West of Haringey. The GPs have assessed the property and believe it to be suited to their needs in terms of location and accessibility. Given the location on a hill, we will supplement this with our own access report from the Council's accessibility team before finalising lease terms with the GPs.

5. Options considered

- 5.1 **Option A:** The Council could choose to lease the premises to the third party private health company identified by the GPs on a long lease of 125 years, which would then fit out the building for the Health Centre and lease directly to the GPs. This would, in effect, be a property disposal by the Council and only provide the Council with a capital receipt. The GPs selected MedicX/Octopus, a major US healthcare company. MedicX/Octopus also offer a range of other medical services in the private health market and are rapidly expanding into the NHS sector providing space for GPs and private hospitals. Were this route to be considered, the Council would need to negotiate a lease with this private company which would then become the landlord to the GPs and sub-let the space to them for 25 years. The company would then have the benefit of the long lease for the remaining 100 years.
- 5.2 Officers considered this option and concluded that it would not provide value for money, would entail virtual disposal of the asset on a long lease to the private property and medical company and make it more difficult for the Council to manage the delivery of the GP hub with the housing project in the upstairs space. It would also mean that the benefit of a long-term revenue stream from the rental of the space would not be available to the local authority.
- 5.3 **Option B (Direct Delivery - Preferred Option):** In this option the Council will directly lease the space to the GPs for a rent to be set by the DV and then for the Council to complete the fit out directly using directly appointed contractors and a specialist health facilities management company. A draft options analysis is provided at **Annex D** attached (exempt item) comparing this direct delivery option with the original private intermediary option. There are two variations of this option. B(i) would be for the NHS to provide a bullet payment to the Council to cover and procure the fit-out costs, thereby meaning that the GPs would only pay the Council rent at shell-and-core market value for the full term of the lease. The other variation (Bii) is for the CCG/NHS to directly appoint and fund contractors and facilities management directly on behalf of the GPs were it to find a mechanism which does not involve a third party company holding an interest in the property between the Council and the GPs. Until we have final figures from the NHS/CCG and the District Valuer it is not possible to determine which of these variations on direct delivery is both best value and would maximise the best primary health care solution at this location.
- 5.6 **Option C:** Another option would be for the Council to lease the space to an alternative health or care operator under the terms of the restrictions in the planning determination. Whilst an annual commercial market rent could be achieved that is greater than the rent to be paid by the GPs, no market occupier could be secured for a 25 year term and taking into account void periods between

lettings the revenue potential may be less than that achieved through a long term arrangement with the GPs. Putting the property onto the market would risk leaving Muswell Hill without adequate GP premises given that the CCG and GPs spent over two years looking and failing to find other locations.

6. Background information

- 6.1 There are three well-established GP practices, currently operating out of three premises in Muswell Hill. The premises for all three practices are significantly undersized for their respective patient lists and all fail to comply with the Disability Discrimination Act and the Equality Act, and are also not compliant with infection control standards. The GPs and CCG have spent two years considering options for relocation of the GPs premises.
- 6.2 The opportunity to provide purpose-built facilities which anticipate and respond to the demands of modern healthcare would be possible through leasing the ground floor accommodation at 54 Muswell Hill and with additional back office space provided in one of the current buildings.
- 6.3 The Council acquired a 999 year lease on the ground floor and two floors above at 54 Muswell Hill in 2017¹. This was part of a land swap for Council property at the Greenfields School, Coppetts Road, agreed with the Peter Rigby Trust and the London Centre for Cerebral Palsy and was approved by Cabinet in October 2015. The 54 Muswell Hill building was developed by Scarsec under an agreement with the Peter Rigby Trust/LCCP as part of a wider residential scheme which has recently been completed. Under that arrangement, 54 Muswell Hill was handed over by Scarsec to the Council in mid-2017 and has been vacant since.
- 6.5 The ground floor provides approximately 530 sqm of shell and core accommodation with 3 external car spaces. It is proposed that the 350 sqm ground floor premises should be leased to the GPs for 25 years and fitted out for the GPs. The lease will be restricted to a Health and Pharmacy on site in accordance with the D1 planning designation for health/care use.
- 6.7 A valuation will be provided by the Council's advisers G L Hearn for the sublease rental to the GPs, on the basis that best consideration will be reflected and will be consistent with that likely to be recommended by the District Valuer to the NHS which will budget for the GPs at the new hub. The lease is based on draft terms which have yet to be finalised with the GPs.

7. Contribution to strategic outcomes

- 7.1 The proposal will support the Council's Priority 2 - Empower all adults to live healthy, long and fulfilling lives. The new facility will bring a state of the art Health facility for the residents in Muswell Hill covered by the three GP Practices in the area.

1

http://www.minutes.haringey.gov.uk/documents/s81226/CoppettsMuswellHillCabinetreportOct15%20Part%20A%20final_open.pdf

8. Statutory Officers comments (Chief Finance Officer (including procurement) and Assistant Director of Corporate Governance, Equalities)

Finance

Exempt Appendix

Procurement

The Corporate Procurement Unit notes the recommendations in this report and that there is no input from procurement required.

Legal

The Council has the power under section 123 of the Local Government Act 1972 to grant the lease of the ground floor for a term of 25 years but must obtain best consideration otherwise the consent of the secretary of state is required.

The Council must comply with the Public Works Contracts Regulations 2015 when procuring works equals or exceed the threshold of £4,551,413.00. Further legal advice will be required once the fit out works obligations have been agreed.

Equality

The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

The proposal will enable provision of a new health facility in the Muswell Hill area, which is currently under-served in terms of primary healthcare services. The average age of residents of Muswell Hill ward is higher than the Haringey and London averages. Older residents are more likely to live with disabilities and/or long-term health conditions. As a universal service, the new health facility will deliver benefits to residents with these protected characteristics, as well as residents with other protected characteristics.

The GPs have concluded that the property is suited to their purposes in terms of access. However, the Council will support this with a report from the Council's own access officer before confirming the lease with the GPs.

9. Use of Appendices

Appendix A – Area to be leased.

Appendix B – EXEMPT ITEM - Draft Heads of terms

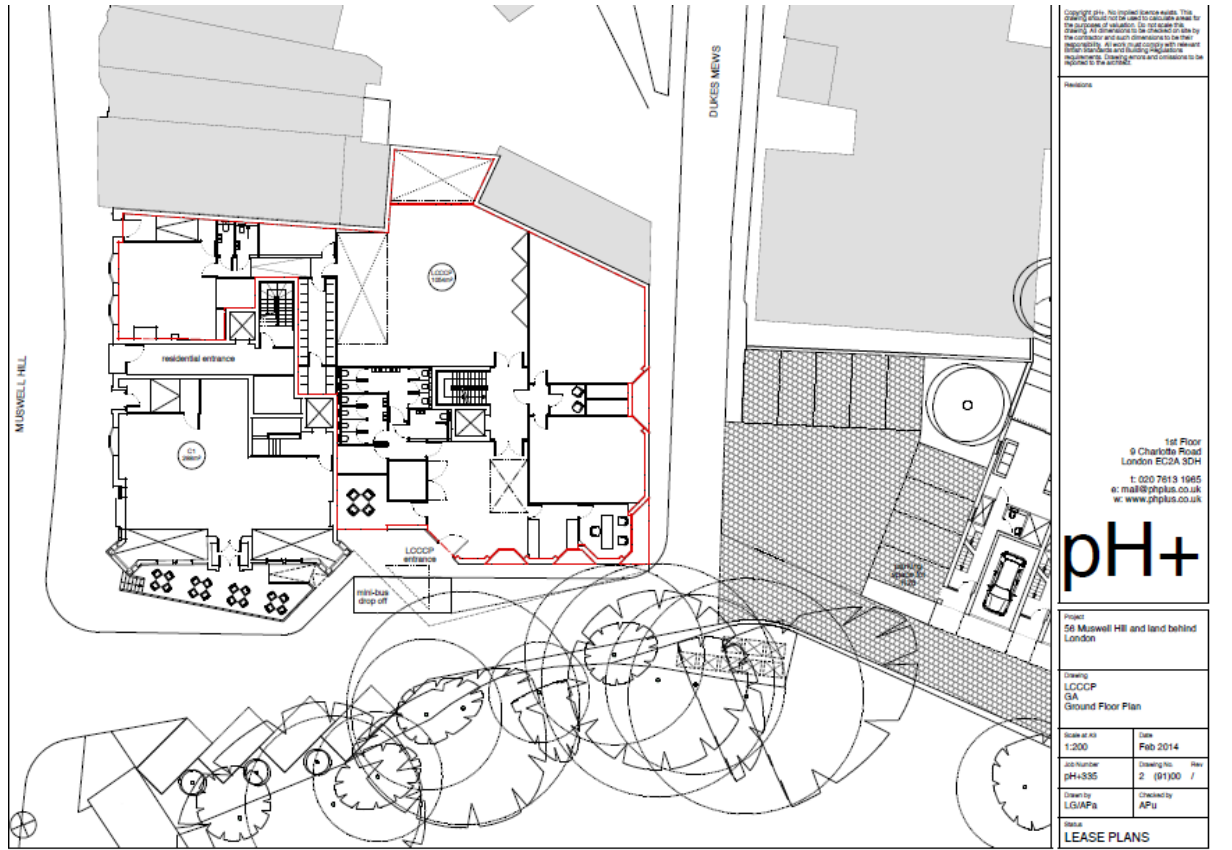
Appendix C – EXEMPT ITEM – Fit-out specification

Appendix D – EXEMPT ITEM – Financial Options Table

10. Local Government (Access to Information) Act 1985

This report contains exempt and non exempt information. Exempt information is contained within Part B and **is not for publication**. The exempt information is under the following category (identified in amended schedule 12A of the Local Government Act 1972): S.(3) Information relating to financial or business affairs of any particular person (including the authority holding that information).

Appendix A – Area to be Leased to GPs.



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1st Floor
9 Charlotte Road
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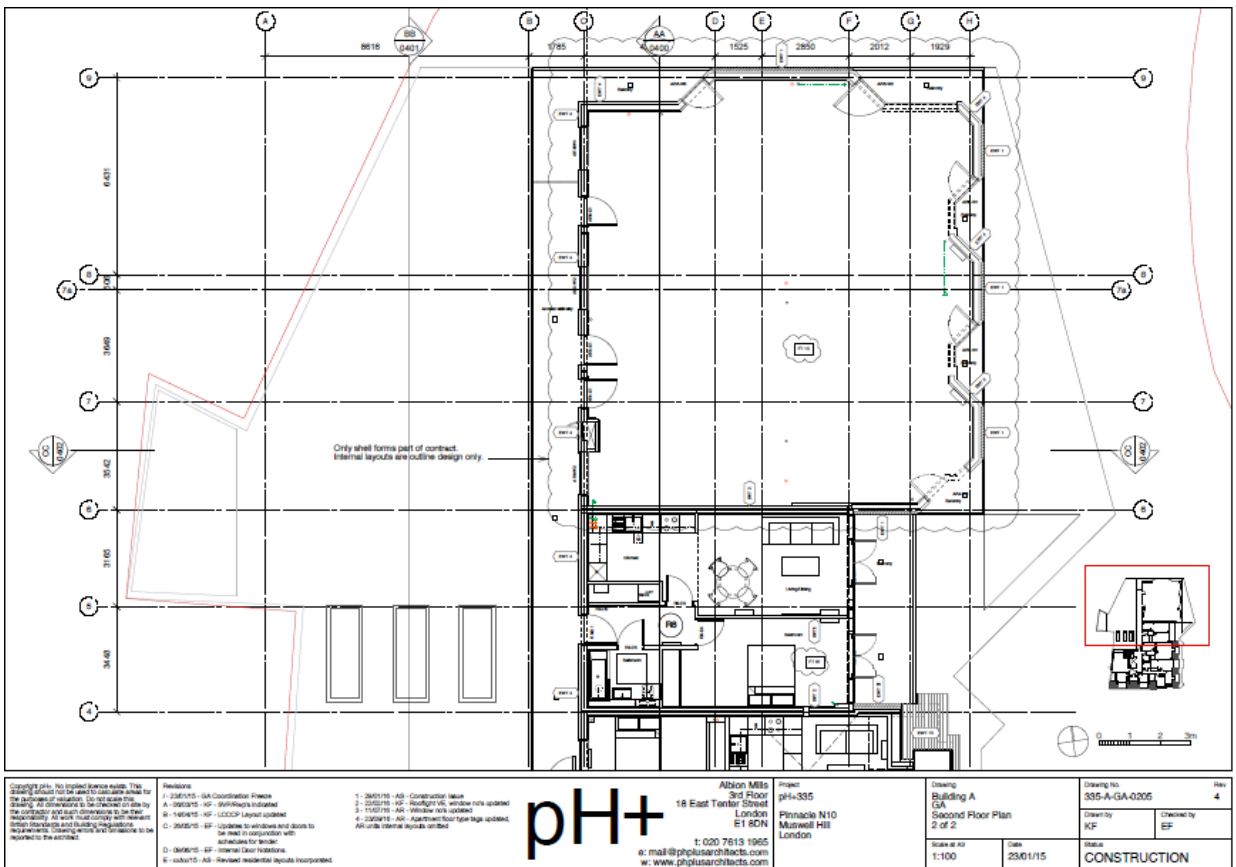
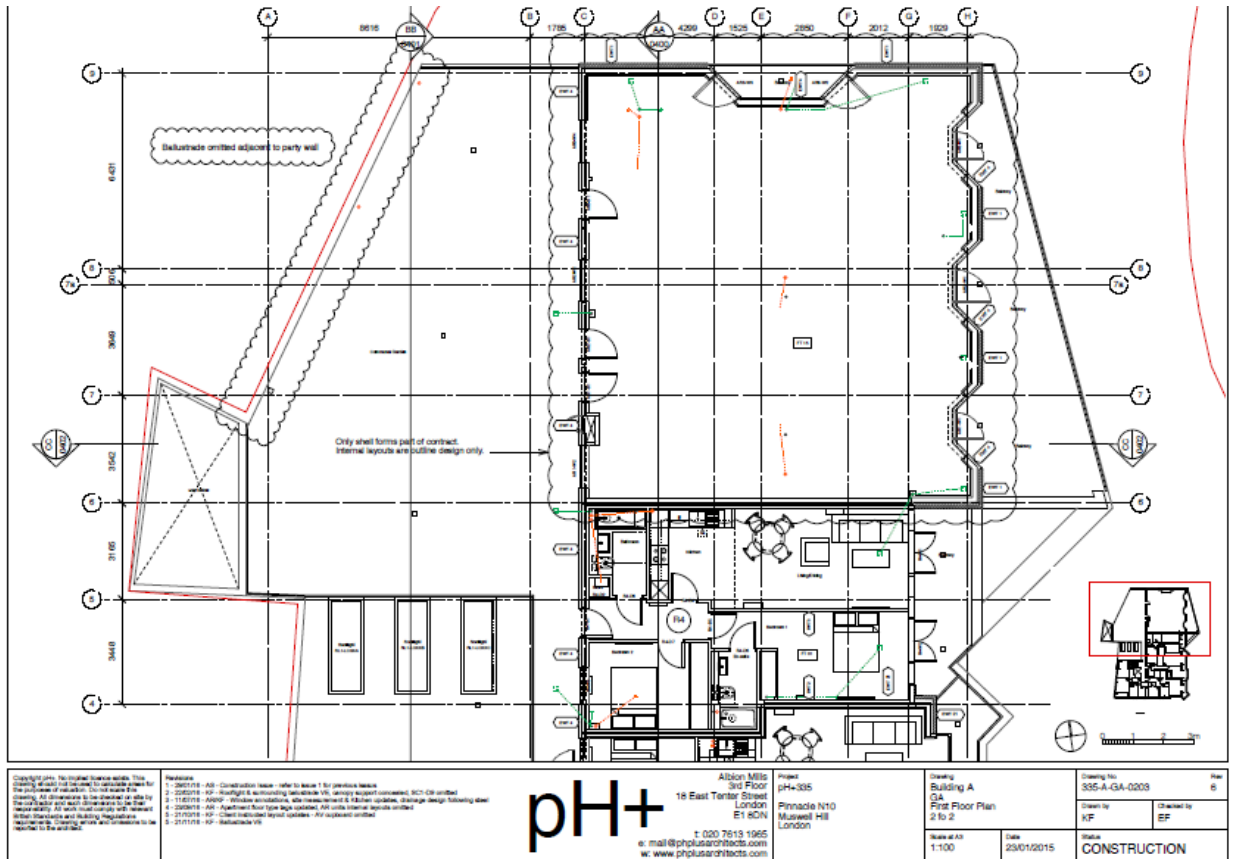
pH+

Project
56 Muswell Hill and land behind
London

Drawing
LCCCP
GA
Ground Floor Plan

Scale at A3	Date
1:200	Feb 2014
Job Number	Drawing No. / Rev.
pH+335	2 / 01100 /
Drawn by	Checked by
LG/APa	APu
Title	
LEASE PLANS	

Plans of upper floors – to be fitted out for Council owned residential units



Appendix B – DRAFT - HEADS OF TERMS: SUB LEASE 54 MUSWELL HILL GROUND FLOOR

Part B of this report.

Appendix C – Fit out specification

Part B of this report.

Appendix D – EXEMPT ITEM FINANCIAL AND COMMERCIAL

Part B of this report.

Report for: Cabinet 9th October 2018

Title: Delegated Decisions and Significant Actions

Report authorised by : Zina Etheridge, Chief Executive
Bernie Ryan AD Corporate Governance

Lead Officer: Ayshe Simsek

Ward(s) affected: Non applicable

**Report for Key/
Non Key Decision: Information**

1. Describe the issue under consideration

To inform the Cabinet of delegated decisions and significant actions taken by Directors.

The report details by number and type decisions taken by Directors under delegated powers. Significant actions (decisions involving expenditure of more than £100,000) taken during the same period are also detailed.

2. Cabinet Member Introduction

Not applicable

3. Recommendations

That the report be noted.

4. Reasons for decision

Part Three, Section E of the Constitution – Responsibility for Functions, Scheme of Delegations to Officers - contains an obligation on officers to keep Members properly informed of activity arising within the scope of these delegations, and to ensure a proper record of such activity is kept and available to Members and the public in accordance with legislation. Therefore, each Director must ensure that there is a system in place within his/her business unit which records any decisions made under delegated powers.

Paragraph 3.03 of the scheme requires that Regular reports (monthly or as near as possible) shall be presented to the Cabinet Meeting, in the case of executive functions, and to the responsible Member body, in the case of non executive functions, recording the number and type of all decisions taken under officers' delegated powers. Decisions of particular significance shall be reported individually.

Paragraph 3.04 of the scheme goes on to state that a decision of “particular significance”, to be reported individually by officers, shall mean a matter not

within the scope of a decision previously agreed at Member level which falls within one or both of the following:

- (a) It is a spending or saving of £100,000 or more, or
- (b) It is significant or sensitive for any other reason and the Director and Cabinet Member have agreed to report it.

5. Alternative options considered

Not applicable

6. Background information

To inform the Cabinet of delegated decisions and significant actions taken by Directors.

The report details by number and type decisions taken by Directors under delegated powers. Significant actions) decisions involving expenditure of more than £100,000) taken during the same period are also detailed.

Officer Delegated decisions are published on the following web page <http://www.minutes.haringey.gov.uk/mgDelegatedDecisions.aspx?bcr=1>

7. Contribution to strategic outcomes

Apart from being a constitutional requirement, the recording and publishing of executive and non executive officer delegated decisions is in line with the Council's transparency agenda.

8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

Where appropriate these are contained in the individual delegations.

9. Use of Appendices

The appendices to the report set out by number and type decisions taken by Directors under delegated powers. Significant actions (Decisions involving expenditure of more than £100,000) taken during the same period are also detailed.

10. Local Government (Access to Information) Act 1985

Background Papers

The following background papers were used in the preparation of this report;

Delegated Decisions and Significant Action Forms

Those marked with ♦ contain exempt information and are not available for public inspection.

The background papers are located at River Park House, 225 High Road, Wood Green, London N22 8HQ.

To inspect them or to discuss this report further, please contact Ayshe Simsek on 020 8489 2929.

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DIRECTOR OF HOUSING REGENERATION & PLANNING

Significant decisions - Delegated Action – September 2018

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
◆	12 Sept 2018	Acquisition of Property under Councils RTB scheme to assist regeneration	Purchase of Property at N17 to assist with the delivery of the wider regeneration objectives
◆	12 September 2018	Acquisition of Property under Councils RTB programme	Purchase of Property at N22 for housing purposes as part of the council's Right to Buy Acquisitions
◆	12 September 2018	Acquisition of Property under Councils RTB programme	Purchase of Property at N15 for housing purposes as part of the council's Right to Buy Acquisitions
◆	13 September 2018	Release RTB receipts allocation	To allocate grants
◆	14 September 2018	Amend Grant agreement contract	Amend Grant agreement contract
	18 September 2018	Award of Contract under Contract Standing Order (CSO) 9.07.1c to Montagu Evans Limited to provide Financial Advisory Services for the High Road West Regeneration Scheme 1. Award a contract to Montagu Evans for Financial Advisory Services to a total fixed fee £90,900.00 + VAT	Award of Contract under Contract Standing Order (CSO) 9.07.1c to Montagu Evans Limited to provide Financial Advisory Services for the High Road West Regeneration Scheme
◆	26 September 2018	Acquisition of Property under Councils RTB programme	Purchase of Property at Commerce Road N22 for housing purposes as part of the council's Right to Buy Acquisitions

Delegated Action

	Number

Submission authorised by: _____
– Director

Date:

DIRECTOR OF ADULTS AND HEALTH

Significant decisions - Delegated Action – September 2018

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
1.			
2.			

Delegated Action

Delegated Action	Number
180903 Development of Apprenticeship Scheme for Registered Managers in North London H&SC Sector. Contract value £40,000.00.	
180912 Approval of contract for provision of NCL Programme Lead with LB Camden. Contract value £180,000.00.	
180927 Approval for Development Nursing Home Care Cost Models by Evalucom Consulting Ltd. Contract value £20,000.00.	

Submission authorised by: B. F. Tarka
 Beverley Tarka – Director of Adults and Health

Date: 28th September 2018

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of the Local Government Act 1972.

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of the Local Government Act 1972.

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of the Local Government Act 1972.

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of the Local Government Act 1972.

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of the Local Government Act 1972.

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